

## **AGENDA**

### **Major Projects Committee**

**April 10, 2008**

**9:00 a.m.**

#### **Location:**

**SANBAG Offices**

***The Super Chief Room***

**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410**

#### **Major Projects Committee Membership**

##### **Chair**

John Pomierski, Mayor  
City of Upland

Dennis Yates, Mayor  
City of Chino

Robert Christman, Mayor  
City of Loma Linda

##### **Vice-Chair**

Grace Vargas, Mayor  
City of Rialto

Gwenn Norton-Perry, Council Member  
City of Chino Hills

Paul M. Eaton, Mayor  
City of Montclair

Paul Biane, Supervisor  
County of San Bernardino

Kelly Chastain, Mayor  
City of Colton

Paul Leon, Mayor  
City of Ontario

Dennis Hansberger, Supervisor  
County of San Bernardino

Mark Nuaimi, Mayor  
City of Fontana

Diane Williams, Council Member  
City of Rancho Cucamonga

Josie Gonzales, Supervisor  
County of San Bernardino

Bea Cortes, Council Member  
City of Grand Terrace

Pat Gilbreath, Mayor Pro Tem  
City of Redlands

Gary Ovitt, Supervisor  
County of San Bernardino

Larry McCallon, Council Member  
City of Highland

Pat Morris, Mayor  
City of San Bernardino

Richard Riddell, Mayor  
City of Yucaipa

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

*The San Bernardino County Transportation Commission, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

*The San Bernardino County Transportation Authority, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

*The Service Authority for Freeway Emergencies, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

*The Congestion Management Agency, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a Subregional Planning Agency, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
Service Authority for Freeway Emergencies  
County Congestion Management Agency

**Major Projects Committee**

**April 10, 2008**  
**9:00 a.m.**

**LOCATION:**  
**Santa Fe Depot**  
*The Super Chief Room*

**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino**

**CALL TO ORDER – 9:00 a.m.**  
*(Meeting chaired by Mayor John Pomierski.)*

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Nessa Williams

**1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of April 10, 2008 Pg. 8**

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

**Consent Calendar**

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

**2. Major Projects Attendance Roster Pg. 13**

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

*Notes/Action*

### **Consent Calendar Cont...**

3. **Construction Change Orders to On-going SANBAG Construction Contracts with Brutoco Engineering & Construction, Atkinson Contractors LP, Atkinson/MCM JV, Tony's Multi-Service Firm, Inc., Diversified Services, Inc., Republic Electric and Skanska USA Civil West California District, Inc.** Pg. 17

Review and ratify change orders. **Garry Cohoe**

### **Discussion Calendar**

4. **Amendments to extend the period of performance for two contracts.** Pg. 36

Approve contract amendments to extend period of performance:

CN 98-042-06      Traffic Operations, Inc.      Extend to 12/31/08

CN 98-043-06      Hi-Way Safety, Inc.      Extend to 12/31/08

**Garry Cohoe**

5. **Amendment No. 2 to Contract No. 03-029 with William and Yvonne Cheesman for I-10 Construction field office space.** Pg. 43

Approve Amendment No. 2 to Contract No. 03-029 with William and Yvonne Cheesman extending by one and a half years the existing lease for construction field office space for Interstate 10 East projects under existing terms. Total cost for this lease extension is \$63,644.

**Garry Cohoe**

6. **Request for Qualifications (RFQ) No. 08-183 for State Route 210/Interstate 215 Construction Management.** Pg. 47

Authorize staff to release Request for Qualifications (RFQ) No. 08-183 for State Route 210/Interstate 215 Construction Management.

**Garry Cohoe**

7. **Design (PS&E) Cooperative Agreement Nos. 08-053 and 08-055 with the County of San Bernardino and the City of Fontana for the Interstate-10/Citrus Avenue and Interstate-10/Cherry Avenue Interchange Projects.** Pg. 49

Approve Cooperative Agreement Nos. 08-053 and 08-055 with the County of San Bernardino and the City of Fontana for the Interstate-10/Citrus Avenue and Interstate-10/Cherry Avenue Interchange Projects design activities. **Garry Cohoe**

8. **Major Projects Quarterly Project Status Briefing** Pg. 63  
Receive the Major Projects Project Status Briefing. **Garry Cohoe**
9. **Amendment No. 1 to Construction Support Services Contract No. 07-008 with DMJM+Harris, Inc. for additional money.** Pg. 65  
Approve Amendment No. 1 to Contract 07-008 with DMJM+Harris Inc for additional money for the Construction Support Service for I-215 5th Street Overcrossing in the amount of \$50,000. **Garry Cohoe**
10. **Right of Way funding for Interstate 215 (I-215) Segments 1, 2, and 3** Pg. 70  
Approve programming \$26 million in new Measure I funding for use on I-215 Segments 1, 2, and 3 for right of way work, including utilities, and \$25 million in reallocated Regional Improvement Program (RIP) funding from Segments 1 and 2 construction to right of way. TN 83608000. **Garry Cohoe**
11. **Project Advancement Agreement Repayment** Pg. 73  
Receive information on potential strategies for the repayment of Measure I 2010-2040 Project Advancement Agreements **Steven Smith**
12. **Additional Items from Committee Members**
13. **Brief Comments by General Public**
14. **Director's Comments**
15. **Acronym Listing** Pg. 77

**ADJOURNMENT**

**The next Major Projects Committee  
Meeting is May 13, 2008**

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

### **Accessibility**

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

SANBAG General Practices for Conducting Meetings  
of  
Board of Directors and Policy Committees

**Basic Agenda Item Discussion.**

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on "Request to Speak" forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

**The Vote as specified in the SANBAG Bylaws.**

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

**Amendment or Substitute Motion.**

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

**Call for the Question.**

- At times, a member of the Board/Committee may "Call for the Question."
- Upon a "Call for the Question," the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair's discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

**The Chair.**

- At all times, meetings are conducted in accordance with the Chair's direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

**Courtesy and Decorum.**

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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## *Minute Action*

### AGENDA ITEM 1

**Date:** April 10, 2008

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	04-018	Brutoco Engineering & Construction <i>Mike Murphy</i>	Ortiz – A.C. Alcorn Fencing Anderson Drilling Modern Alloys JV Landclearing Pavement Recycling

\*

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*Approved*  
*Major Projects Committee*

*Date:* April 10, 2008

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_



<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
3-A Cont...	04-018		ACL Moore Signs & Lighting Pacific Restoration Harbor Co. Reycon Sudhakar Avar-Campbell Franklin Reinf. Steel
3-B	05-014	Atkinson Contractors <i>Scott Lynn</i> <i>Kent Reiman</i>	All American Asphalt Modern Alloys Diversified Landscaping JV Land Clearing Valley Concrete Placing Coffman Specialties Alcorn Fence Coral Construction Sudhakar Company Dywidag Systems Highlight Electric Regional Steel Anderson Drilling
3-C	05-005	Atkinson Contractors <i>Scott Lynn</i> <i>Kent Reiman</i>  MCM <i>H McGovern</i>	All American Asphalt Modern Alloys Diversified Landscaping JV Land Clearing Valley Concrete Placing Coffman Specialties Alcorn Fence Coral Construction Sudhakar Company Dywidag Systems Highlight Electric Regional Steel

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
3-D	06-001	Atkinson Contractors <i>Scott Lyon</i> <i>Kent Reiman</i>	West Coast Demo Penhall Moore Electric CGO Construction United Steel Placers Superior Gunitite ACL Reycon Diversified Landscape Modern Alloys Statewide Safety Sudhakar Anderson Drilling DSI Ulmer Industries CTM Ortiz Asphalt Paving Alcorn Fence
3-E	06-016	Tony's Multi-Service Firm <i>Manuel Blanco</i>	Rock Structures High Light Electric W.S.S. Construction United Traffic Diversified Landscape
3-F	06-017	Tony's Multi Service Firm <i>Manuel Blanco</i>	Rock Structures High Light Electric T.E. Roberts United Traffic
3-G	06-064	Diversified Services, Inc. <i>Paul Morales</i>	Ace Fence Reycon T.E. Roberts

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
3-H	06-065	Tony's Multi-Service Firm <i>Manuel Blanco</i>	Rock Structures Innovative Electric T.E. Roberts
3-I	06-056	Republic Electric <i>James A. Wagner, P.E.</i> <i>Vice President, Engineering</i>	Jones Backhoe Service, Inc. Fiberspan Communications
3-J	07-095	Atkinson Contractors, LP <i>Scott Lyon</i> <i>Kent Reiman</i>	Sudhakar Diversified Landscape Statewide Safety and Signs Alcorn Fence Coral Construction West Coast Welding DSI Integrity Rebar CTM Construction Penhall VT Electric Ortiz Asphalt
3-K	C07110	Skanska USA Civil West District, Inc. <i>Alex Medyn</i> <i>Mark Hegbloom</i>	Alcorn Fence Co. Avar Construction Systems, Inc. Century Sweeping Crane Rental Service Drilltech Foundation Pile Inc. High Light Electric Marina Landscape Inc. Regional Steel Corp. RMD Sudhakar Company

Item No.	Contract No.	Principals & Agents	Subcontractors
3-L	C07174	Riverside Construction Co. <i>Dan Ennis</i>	A.C. Dike Alcorn Fence Co. American Steel Placer Avar Construction CTM Construction Foundation Pile Inc. Harber Companies High Light Electric Matich Corp. Pavement Recycling Sudhakar Company Ulmer Industries
3-M	06-055	Steiny and Company, Inc. <i>Richard Tesoriero</i>	Crosstown Electrical and Data, Inc.
9	07-008-01	DMJM+Harris, Inc. <i>Victor Martinez</i>	Lim and Nascimento Engineering Associated Engineers Earth Mechanics Kleinfelder LIN Consulting LSA STB Landscape Abratique/ Safe Probe

**Financial Impact:** This item has no direct impact on the SANBAG budget.

**Reviewed By:** This item is prepared monthly for review by SANBAG Board and Committee members.

**AGENDA ITEM 2**  
**MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2008**

<b>Name</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Paul Eaton</b> City of Montclair	X	X										
<b>John Pomierski</b> City of Upland	X	X	X									
<b>Paul Biane</b> Board of Supervisors	X	X	X									
<b>Kelly Chastain</b> City of Colton	X	X	X									
<b>Robert Christman</b> City of Loma Linda	X	X	X									
<b>Bea Cortes</b> City of Grand Terrace	X	X	X									
<b>Pat Gilbreath</b> City of Redlands	X	X										
<b>Josie Gonzales</b> Board of Supervisors	X		X									
<b>Dennis Hansberger</b> Board of Supervisors		X	X									
<b>Larry McCallon</b> City of Highland		X	X									
<b>Patrick Morris</b> City of San Bernardino		X	X									
<b>Gwenn Norton-Perry</b> City of Chino Hills												
<b>Mark Nuaimi</b> City of Fontana	X	X	X									
<b>Gary Ovitt</b> Board of Supervisors												

X = Member attended meeting. \* = Alternate member attended meeting. Empty box = Member did not attend meeting. Crossed out box = Not a member at the time.

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**AGENDA ITEM 2**  
**MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2008**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Dick Riddell</b> City of Yucaipa	X	X	X									
<b>Grace Vargas</b> City of Rialto	X											
<b>Paul Leon</b> City of Ontario	X	X										
<b>Diane Williams</b> City of Rancho Cucamonga	X		X									
<b>Dennis Yates</b> City of Chino	X	X	X									

**AGENDA ITEM 2**  
**MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2007**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Paul Eaton</b> City of Montclair		X		X	CANCELLED	X	CANCELLED	X	X	X		CANCELLED
<b>John Pomierski</b> City of Upland	X	X		X		X		X	X	X	X	
<b>Paul Biane</b> Board of Supervisors	X	X	X					X	X			
<b>Kelly Chastain</b> City of Colton	X	X	X	X		X		X	*	X	X	
<b>Robert Christman</b> City of Loma Linda	X	X	X			X		X	X	X	X	
<b>Bea Cortes</b> City of Grand Terrace	X	X	X	X				X	X	X		
<b>Pat Gilbreath</b> City of Redlands	X	X	X	X		X		X	X	X	X	
<b>Josie Gonzales</b> Board of Supervisors	X			X								
<b>Dennis Hansberger</b> Board of Supervisors								X	X	X		
<b>Larry McCallon</b> City of Highland	X	X	X			X		X	X			
<b>Patrick Morris</b> City of San Bernardino	X	X	X	X		X		X		X	X	
<b>Gwenn Norton-Perry</b> City of Chino Hills		X						X				
<b>Mark Nuaimi</b> City of Fontana	X	X				X		X		X	X	
<b>Gary Ovitt</b> Board of Supervisors								X		X	X	

X = Member attended meeting. \* = Alternate member attended meeting. Empty box = Member did not attend meeting. Crossed out box = Not a member at the time.

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**AGENDA ITEM 2**  
**MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2007**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Dick Riddell</b> City of Yucaipa	X	X		X	CANCELLED		CANCELLED	X	X	X	X	CANCELLED
<b>Grace Vargas</b> City of Rialto	X	X	X	X		X			X		X	
<b>Paul Leon</b> City of Ontario		X	X	X		X		X	X	X		
<b>Diane Williams</b> City of Rancho Cucamonga	X	X	X	X		X		X	X	X	X	
<b>Dennis Yates</b> City of Chino	X	X				X		X	X	X	X	



## *Minute Action*

AGENDA ITEM: 3

**Date:** April 10, 2008

**Subject:** Construction Change Orders to On-going SANBAG Construction Contracts with Brutoco Engineering & Construction, Atkinson Contractors LP, Atkinson/MCM JV, Tony's Multi-Service Firm, Inc., Diversified Services, Inc., Republic Electric, Skanska USA Civil West California District, Inc., Riverside Construction Co. and Steiny and Company, Inc.

**Recommendation:**\* Review and ratify change orders.

**Background:** This item addresses on-going construction contracts with Brutoco Engineering & Construction, Inc, Atkinson Contractors LP, Atkinson/MCM JV, Tony's Multi-Service Firm, Inc., Diversified Services, Inc., Republic Electric, Skanska USA Civil West California District, Inc., Riverside Construction Co. and Steiny and Company, Inc.

As directed by SANBAG Board action on September 1, 1999, the status of construction change orders (CCO's) is presented below:

- A. CN 04-018 with Brutoco Engineering & Construction for construction of I-10 Truck Climbing Lane project: No new CCO's have been approved since the last Major Projects Committee action.
- B. CN 05-014 with Atkinson Contractors, LP for construction of SR-210 Segments 9/10/11 Mainline project: CCO No. 32, Supplement 3 (\$150,000.00 increase to complete the road widening, shopping center driveway, electrical signalization, and remaining striping and traffic

*Approved*  
*Major Projects Committee*

*Date:* April 10, 2008

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

delineation located near Galway street and Riverside Avenue); CCO No. 36, Supplement 2 (\$105,000.00 increase to maintain the eastbound partial opening of the SR-210 freeway between Sierra and Alder Avenues, and for all work involved in opening the eastbound and westbound lanes of the SR-210 to public traffic); and CCO No. 57, Supplement 1 (\$75,000.00 increase for the upgrades at the intersection of Lilac Avenue and Casmalia Street, including relocation of a waterline in conflict with the new drainage system) have been approved since the last Major Projects Committee action.

- C. CN 05-005 with Atkinson Contractors/MCM JV for construction of SR-210 Segment 11 Early project: No new CCO's have been approved since the last Major Projects Committee action.
- D. CN 06-001 with Atkinson Contractors, LP for construction of I-10 Median Mixed-Flow Lane project: No new CCO's have been approved since the last Major Projects Committee action.
- E. CN 06-016 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 1 Landscaping: CCO No. 11 (\$4,033.44 increase for corrections to backflow enclosures and concrete pads); and CCO No. 12 (\$1,687.79 increase for additional fiber roll that was not included in the project specifications) have been approved since the last Major Projects Committee action.
- F. CN 06-017 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 2 Landscaping: CCO No. 11 (\$2,888.96 increase for corrections to backflow enclosures and concrete pads); and CCO No. 12 (\$3,853.86 increase for additional fiber roll that was not included in the project specifications) have been approved since the last Major Projects Committee action.
- G. CN 06-064 with Diversified Services, Inc. for construction of SR-210 Segment 3 Landscaping: CCO No. 19 (\$2,500 increase to replace the original hinges on the composite double gates at the garden wall along Highland Avenue); CCO No. 20 (\$1,500.00 increase to fill a dirt ditch with suitable backfill material, allowing the planting of plan specified trees); and CCO No. 21 (\$496.80 increase to replace broken/damaged pull boxes and lids) have been approved since the last Major Projects Committee action.
- H. CN 06-065 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 4 Landscaping: CCO No. 12 (\$2,400.00 increase for corrections to backflow enclosures); CCO No. 13 (\$2,314.49 increase for additional fiber roll that was not included in the project specifications); and CCO No. 14 (\$3,151.56 increase to extend irrigation crossover sleeves beyond the edge of pavement) have been approved since the last Major Projects Committee action.

- I. CN 06-056 with Republic Electric for installation of the San Bernardino Valley Coordinated Traffic Signal System – Tier 2: No new CCO's have been approved since the last Major Projects Committee action.
- J. CN 07-095 with Atkinson Contractors, LP for construction of the I-215 5<sup>th</sup> Street Overcrossing: No new CCO's have been approved since the last Major Projects Committee action.
- K. CN C07110 with Skanska USA Civil West California District, Inc. for the construction of the State Street/University Parkway Grade Separation: No new CCO's have been approved since the last Major Projects Committee action.
- L. CN C07174 with Riverside Construction Co. for the construction of the Live Oak Canyon Bridge: No new CCO's have been approved since the last Major Projects Committee action.
- M. CN 06-055 with Steiny and Company, Inc. for installation of the San Bernardino Valley Coordinated Traffic Signal System – Tier 1: CCO No. 1 (\$33,000.00 decrease for the deletion of the contractor furnished construction office trailer); CCO No. 2 (\$4,731.93 increase to install interconnect cable conduit and pull box, potholing utilities, and removing and replacing concrete sidewalk); CCO No. 3 (\$13,012.89 decrease to delete telephone connections at three different locations); CCO No. 4 (\$5,924.27 increase to provide Caltrans required pull boxes and new controller foundations); CCO No. 5 (\$5,526.99 increase to install additional cable conduit); CCO No. 6 (\$4,145.05 increase to change the City of Loma Linda's interconnect system from phone wire to fiber optic cable); CCO No. 7 (\$8,061.50 increase to install additional wireless equipment to meet the requirements of the interconnect system in the City of Redlands); and CCO No. 8 (\$1,319.45 increase to remove existing damaged cable and install replacement cable provided by the City of San Bernardino) have been approved since the last Major Projects Committee action.

***Financial Impact:*** This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. TN 82408000, TN 83808000, TN 84308000, TN 86008000 and TN 87108000.

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on April 10, 2008.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CT/HWA Concurrence TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/REMARKS
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>> \$11,062,039.52													
1	MAINTAIN ROADWAY AND TRAFFIC CONTROL ...	EWFA	0	\$45,000.00				1/27/05	1/27/05	2/2/05	5/20/05	2/10/05	Approved & Implemented
(S)				\$45,000.00	0.05%	\$45,000.00	\$ 11,017,039.52	6/24/05	2/10/05	<< Approved Copies	2/8/05	2/10/05	
1	ADDITIONAL FUNDS FOR CCO 1	EWFA	0	\$45,000.00					n/a	n/a	n/a	7/6/05	Approved & Implemented
S1				\$45,000.00	0.05%	\$90,000.00	\$ 10,972,039.52	10/12/05	7/6/05	<< Approved Copies	10/12/05	10/12/05	
1	ADDITIONAL FUNDS FOR CCO 1	EWFA	0	\$100,000.00					11/8/05	N/A	4/5/06 (Follow Up)	11/4/05	Approved & Implemented
S2				\$100,000.00	0.10%	\$190,000.00	\$ 10,872,039.52	3/30/06	11/8/05	<< Approved Copies	4/3/06	4/5/06	
1	ADDITIONAL FUNDS FOR CCO 1	EWFA	0	\$115,000.00					N/A	N/A	7/21/06	4/5/06	Approved & Implemented
S3				\$115,000.00	0.12%	\$305,000.00	\$ 10,757,039.52	11/1/06	4/5/06	<< Approved Copies	11/1/06	11/7/06	
1	ADDITIONAL FUNDS FOR CCO 1	EWFA	0	\$130,000.00					N/A	N/A	11/3/06	11/6/06	Approved & Implemented
S4				\$130,000.00	0.13%	\$435,000.00	\$ 10,627,039.52	5/11/07	11/7/06	<< Approved Copies	5/14/07	5/22/07	
1	ADDITIONAL FUNDS FOR CCO 1 THRU 1-S4	EWFA	0	\$150,000.00					N/A	N/A	5/23/07	5/23/07	Approved & Implemented
S5				\$150,000.00	0.15%	\$585,000.00	\$ 10,477,039.52	1/8/08	5/23/07	<< Approved Copies	1/8/08	1/10/08	
1	ADDITIONAL FUNDS	EWFA	0	\$150,000.00					N/A	N/A	2/27/08	1/10/08	Approved & Implemented
S6				\$150,000.00	0.15%	\$735,000.00	\$ 10,327,039.52	1/27/05	1/10/08	<< Approved Copies	2/8/05	2/10/05	
2	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEM	EWFA	0	\$50,000.00					1/27/05	2/2/05	5/20/05	2/10/05	Approved & Implemented
S1				\$50,000.00	0.05%	\$785,000.00	\$ 10,277,039.52	10/27/05	2/10/05	<< Approved Copies	10/27/05	11/21/05	
2	ADDITIONAL FUNDS	EWFA	0	\$65,000.00					N/A	N/A	6/28/06	11/21/05	Approved & Implemented
S2				\$65,000.00	0.07%	\$850,000.00	\$ 10,212,039.52	1/11/08	11/21/05	<< Approved Copies	1/11/08	1/23/08	
3	FEDERAL APPRENTICESHIP TRAINING	ACUP	0	\$49,920.00					1/23/08	2/15/05	2/16/05	2/17/05	Approved & Implemented
(S)				\$49,920.00	0.15%	\$1,000,000.00	\$ 10,062,039.52	2/2/05	2/2/05	<< Approved Copies	2/15/05	2/17/05	
4	ACACIA CUL-DE-SAC	EWFA	0	\$5,000.00					2/17/05	<< Approved Copies	3/22/05	3/29/05	Approved & Implemented
S1				\$33,140.00	0.04%	\$1,068,069.00	\$ 9,938,970.52	2/7/05	3/16/05	<< Approved Copies	2/15/05	2/17/05	
5	CUT, TRIM, REMOVE & DISPOSE OLEANDERS & MISC. SHRUBS ALONG ...	EWFA	0	\$35,000.00					2/17/05	<< Approved Copies	2/16/05	2/17/05	Approved & Implemented
S1				\$35,000.00	0.04%	\$1,123,069.00	\$ 9,903,970.52	4/17/06	N/A	4/19/06 (Courtney)	4/17/06	4/19/06	
6	STRIPING PLANS FOR HIGHLAND DETOUR	EWFA	0	\$38,000.00					4/19/06	<< Approved Copies	3/22/05	3/29/05	Approved & Implemented
S1				\$15,000.00	0.03%	\$1,192,069.00	\$ 9,869,970.52	2/15/05	3/16/05	<< Approved Copies	3/8/05	3/16/05	
7	REVISED PLAN SHEETS (CLARIFICATIONS)	NCNC	0	\$0.00					3/16/05	<< Approved Copies	3/8/05	3/16/05	Approved & Implemented

San Bernardino Associated Governments  
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 4/1/2008)

CCO NO.	DESCRIPTION (S) - With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CI/HWA Concurrence TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/REMARKS
8	MAN- MADE BURIED OBJECTS	EWFA	0	\$30,000.00				3/7/05	3/16/05	3/22/05	3/28/05	3/29/05	Approved & Implemented
8 S1	ADDITIONAL FUNDS	EWFA	0	\$30,000.00	0.03%	\$1,222,069.00	\$ 9,839,970.52	5/25/05	3/29/05	<< Approved Copies			
8 S2	ADDITIONAL FUNDS	EWFA	0	\$45,000.00	0.05%	\$1,267,069.00	\$ 9,794,970.52	11/21/05	N/A	Follow Up Request 6/23/06 7/5/06	5/23/05	5/25/05	Approved & Implemented
9	MAINTAIN UTILITY FACILITIES	EWFA	0	\$40,000.00					5/31/05	<< Approved Copies			
9 S1	ADDITIONAL FUNDS	EWFA	0	\$40,000.00	0.04%	\$1,307,069.00	\$ 9,754,970.52	9/26/05	N/A	Follow Up Request 6/23/06 7/5/06	11/22/05	11/29/05	Approved & Implemented
9 S2	ADDITIONAL FUNDS	EWFA	0	\$30,000.00	0.03%	\$1,337,069.00	\$ 9,724,970.52	7/18/06	3/16/05	<< Approved Copies	3/22/05	3/29/05	Approved & Implemented
10	REMOVE TEMPORARY LIGHTING ALONG HIGHLAND	EWFA	0	\$40,000.00					3/29/05	<< Approved Copies			
11	GRAFFITI REMOVAL	EWFA	0	\$40,000.00	0.04%	\$1,377,069.00	\$ 9,684,970.52	3/21/05	N/A	<< Approved Copies	9/26/05	9/29/05	Approved & Implemented
12	REVISED DRAINAGE PLANS - SEGMENT 11	ITEM	0	\$10,000.00	0.01%	\$1,422,069.00	\$ 9,639,970.52	4/7/05	9/28/05	<< Approved Copies	7/18/06	8/2/06	Approved & Implemented (Noble Rec'd from HL 10/2/06)
13	ADJUSTMENT TO VARIOUS ELECTRICAL BID ITEMS	ACLS	0	\$63,410.40	0.06%	\$1,525,479.40	\$ 9,536,560.12	8/9/06	10/2/06	<< Approved Copies	3/28/05	3/30/05	Approved & Implemented
13 S1	ADDITIONAL ADJUSTMENT TO VARIOUS ELECTRICAL BID ITEMS (Oct. 2006 - Oct. 2007)	ACLS	0	\$5,784.13	0.01%	\$1,531,263.53	\$ 9,530,775.99	10/22/07	3/22/05	Will Not Sign 4/10/07	3/28/05	3/31/05	Approved & Implemented (Processed Unilateral)
14	ADDITIONAL BNSF INSURANCE COVERAGE	ACLS	0	\$64,108.06	0.06%	\$1,595,371.59	\$ 9,466,667.93	5/27/05	3/31/05	<< Approved Copies	4/4/05	4/5/05	Approved & Implemented
15	ELECTRICAL SERVICE CONNECTION FEES	EWFA	0	\$20,152.67	0.02%	\$1,615,524.26	\$ 9,446,515.26	5/3/05	4/11/05	<< Approved Copies	5/9/05	5/18/05	Approved & Implemented
15 S1	ADDITIONAL FUNDS TO CCO 15 (ELECTRICAL SERVICE CONNECTION)	EWFA	0	\$30,000.00	0.03%	\$1,645,524.26	\$ 9,416,515.26	5/11/07	4/16/07	<< Approved Copies	5/9/05	5/18/05	Approved & Implemented
16	MODIFY VULCAN EAST DRIVEWAY	EWFA	0	\$150,000.00	0.15%	\$1,795,524.26	\$ 9,266,515.26	7/15/05	10/25/07	<< Approved Copies	5/14/07	5/15/07	Approved & Implemented
16 S1	ADDITIONAL FUNDS	EWFA	0	\$15,000.00	0.02%	\$1,810,524.26	\$ 9,251,515.26	9/21/05	5/16/07	<< Approved Copies	8/9/05	8/9/05	Approved & Implemented
				\$15,000.00	0.02%	\$1,825,524.26	\$ 9,236,515.26		9/26/05	<< Approved Copies	9/21/05	9/26/05	Approved & Implemented

CCO NO.	DESCRIPTION (S) - With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	FROM	CT/HMA Concurrence TO	FROM	SANBAG Approval TO	FROM	DATE APPROVED	STATUS/REMARKS
16 S2	ADDITIONAL FUNDS	EWFA	0	\$30,000.00				12/7/05	N/A	N/A	6/23/06	7/5/06	12/7/05	12/12/05	12/12/05	Approved & Implemented
17 (S)	SWPPP MAINTENANCE SHARING	EWFA	0	\$30,000.00	0.03%	\$1,855,524.26	\$ 9,206,515.26	5/3/05	12/13/05	<< Approved Copies						Approved & Implemented
17 S1	ADDITIONAL FUNDS TO CCO 17 (SWPPP MAINTENANCE)	EWFA	0	\$40,000.00				5/11/07	N/A	N/A	5/14/07		5/14/07	5/16/07	5/15/07	Approved & Implemented
18	REVISION TO N LINE PROFILE	NCNC	0	\$0.00				5/17/05	5/26/05	6/1/05	5/26/05	8/1/05	6/1/05	6/3/05	6/2/05	Approved & Implemented
19	ILLICIT DUMPING	EWFA	0	\$30,000.00	0.00%	\$1,975,524.26	\$ 9,086,515.26	4/15/05	6/6/05	<< Approved Copies			6/13/05	6/15/05	6/15/05	Approved & Implemented
19 S1	ADDITIONAL FUNDS TO CCO 19 (ILLICIT DUMPING)	EWFA	0	\$60,000.00	0.03%	\$2,005,524.26	\$ 9,056,515.26	5/11/07	6/16/05	<< Approved Copies			5/14/07	5/16/07	5/15/07	Approved & Implemented
20	AYALA PIPE EXTENSION	EWFA	0	\$15,000.00	0.06%	\$2,065,524.26	\$ 8,996,515.26	5/27/05	6/3/05	<< Approved Copies			6/9/05	6/15/05	6/15/05	Approved & Implemented
21	SBCFCD MAINTENANCE TURN-AROUND- SEGMENT 9	EWFA	0	\$15,000.00	0.02%	\$2,080,524.26	\$ 8,981,515.26	7/14/05	6/16/05	<< Approved Copies			7/15/05	7/26/05	7/26/05	Approved & Implemented
22	PROVIDE PEPPER AVE ACCESS - Segment 10	ITEM	0	\$11,331.36	0.02%	\$2,095,524.26	\$ 8,966,515.26	5/23/05	7/27/05	<< Approved Copies			6/17/05	6/23/05	6/23/05	Approved & Implemented
22 S1	ADDITIONAL FUNDS	EWFA	0	\$2,000.00	0.01%	\$2,106,855.62	\$ 8,955,183.90	8/18/05	7/11/05	<< Approved Copies			9/8/05	9/19/05	9/19/05	Approved & Implemented
23	DRAINAGE DETAILS & INCREASED PIPE SIZES IN SEGMENT 9	ITEM	0	\$7,446.00	0.00%	\$2,108,855.62	\$ 8,953,183.90	8/18/05	9/19/05	<< Approved Copies			8/18/05	12/14/05	1/9/06	Approved & Implemented
24	SEGMENT 11 DRAINAGE REVISION	ITEM	0	\$12,852.80	0.01%	\$2,116,301.62	\$ 8,945,737.90	6/6/05	6/17/05	<< Approved Copies			7/5/05	7/6/05	7/6/05	Approved & Implemented
25	ADDITIONAL DRAINAGE WORK / MODIFY NEW & EXISTING DRAINAGE FACILITIES	EWFA	0	\$30,000.00	0.02%	\$2,131,654.42	\$ 8,930,385.10	6/16/05	7/6/05	<< Approved Copies			7/5/05	7/6/05	7/6/05	Approved & Implemented
25 S1	ADDITIONAL FUNDS	EWFA	0	\$115,000.00	0.03%	\$2,161,654.42	\$ 8,900,385.10	7/19/06	7/6/05	<< Approved Copies			7/19/06	9/13/06	9/14/06	Approved & Implemented
25 S2	ADDITIONAL FUNDS TO CCO 25 & CCO 25S1 (ADD'L DRAINAGE WORK)	EWFA	0	\$150,000.00	0.12%	\$2,276,654.42	\$ 8,785,385.10	9/15/06	9/15/06	<< Approved Copies			9/13/06	9/14/06	9/14/06	Approved & Implemented
25 S3	ADDITIONAL FUNDS	EWFA	0	\$110,000.00	0.15%	\$2,426,654.42	\$ 8,635,385.10	1/11/08	6/11/07	<< Approved Copies			5/14/07	6/11/07	6/11/07	Approved & Implemented
				\$110,000.00	0.11%	\$2,536,654.42	\$ 8,525,385.10		1/23/08	<< Approved Copies			1/11/08	1/23/08	1/23/08	Approved & Implemented

## CONTRACT CHANGE ORDER AND CONTINGENCY BALANCE LOG

(Updated: 4/1/2008)

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	OCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CTFHWA Concurrence TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/ REMARKS
26	MODIFICATIONS TO THE INTERSECTIONS OF LILACASMAJIA AND LILACTAHODE	EWFA	0	\$55,000.00	0.08%	\$2,591,654.42	Revised >>> \$8,470,385.10	10/28/05	11/22/05	12/1/05	12/7/05	12/7/05	Approved & Implemented
27	SBCFCD MAINTENANCE TURN- AROUND- SEGMENT 11	EWFA	0	\$10,000.00				7/18/05	7/29/05	8/17/05	12/6/05	12/7/05	Approved & Implemented
27	ADDITIONAL FUNDS	EWFA	0	\$45,000.00	0.01%	\$2,601,654.42	2nd Issue >>> \$8,460,385.10	12/1/05	12/5/05	12/14/05	12/7/05	12/7/05	Approved & Implemented
S1		EWFA	0	\$45,000.00				5/9/06	N/A	6/26/06	6/26/06	6/26/06	Approved & Implemented
28	SEGMENT 10 BRIDGE WELDED STEEL CASING PAYMENT	EWLS	0	\$52,932.24	0.05%	\$2,646,654.42	\$8,415,385.10	12/5/06	6/26/06	12/14/05	12/7/05	12/7/05	Approved & Implemented
29	SEGMENT 10 EARLY PUNCHLIST ITEMS @ RIVERSIDE AND EASTON	EWFA ADJ	0	\$40,000.00 \$7,799.99		\$2,699,586.66	\$8,362,452.86	12/7/05	12/8/05	12/14/05	12/7/05	12/7/05	Approved & Implemented
30	SEGMENT 9 & 10 EARLY SOUNDWALL COMPLETION	ITEM EWFA	0	\$30,200.01 \$26,897.40	0.03%	\$2,729,786.67	\$8,332,252.85	2/28/06	3/10/06	4/19/06	4/17/06	4/17/06	Approved & Implemented. CCO Trans- Revised per
31	MSE WALL CHANGE	ITEM ACLS	DEF	\$96,331.00 -\$21,238.00	0.15%	\$2,876,684.07	\$8,185,355.45	8/15/05	9/14/05	10/4/05	10/7/05	10/7/05	Approved & Implemented
31	MSE WALL ADDITIONAL CHANGES	ITEM EWFA EWUP	DEF	\$75,093.00 -\$27,335.00 \$40,320.00	0.08%	\$2,961,777.07	\$8,110,362.45	3/4/06	LOST	10/4/05	10/7/05	10/7/05	Approved & Implemented. CCO Trans- Revised per
32	SEG 10 EARLY PUNCHLIST: RELOC WYND & SBC UTILITIES @ RIVERSIDE AND GALWAY INTERS.	EWLS EWFA	0	\$50,499.35 \$5,000.00		\$2,974,762.07	\$8,087,277.45	3/24/06	4/11/06	5/3/06	3/29/06	4/19/06	Approved & Implemented; Revised Trans - 05/2/06.
32	CONSTRUCT RETAINING WALL 1195 @ NW RIVERSIDE & GALWAY	EWFA	0	\$63,499.35 \$100,000.00	0.08%	\$3,038,261.42	\$8,023,778.10	6/8/06	7/5/06	6/30/06	6/29/06	7/14/06	Approved & Implemented. Closed with no work
32	INTERSECTION SIGNALIZATION & DRIVEWAY DESIGN	ITEM EWFA	DEF	\$100,000.00 \$45,250.00	0.10%	\$3,138,561.42	\$7,923,778.10	3/4/07	7/14/06	1/10/07	3/4/07	12/19/07	Approved & Implemented
32	ADDITIONAL FUNDS	EWFA	0	\$95,250.00 \$150,000.00	0.10%	\$3,233,511.42	\$7,828,528.10	8/31/07	11/27 Unsigned/ 12/27/07=OK	12/17/07	3/3/08	3/6/08	Approved & Implemented
33	REVISE FIBER OPTIC CONDUIT SYSTEM 103C IN SEGMENTS 9 & 11	ITEM ADJ	0	\$150,000.00 \$6,500.00	0.15%	\$3,383,511.42	\$7,678,528.10	3/20/06	3/21/06	4/6/06	3/20/06	5/31/06	Approved & Implemented
34	DRAINAGE SYSTEM 5A ALIGNMENT MODIFICATION SEG 10	ITEM ACLS	0	\$139,104.94 \$25,956.00 \$115,920.00	0.14%	\$3,522,616.36	\$7,539,423.16	3/21/06	5/3/06	4/19/06	4/27/06	5/9/06	Approved & Implemented
35	ADD WB AUXILIARY LANE & SIGN STRUCTURE CHANGES	ACLS ITEM	0	\$41,876.00 \$5,177.34 \$22,691.00	0.14%	\$3,664,492.36	\$7,397,547.16	3/27/06	LOST ??	3/29/06	3/29/06	2/5/07	Approved & Implemented
36	PARTIAL OPENING OF 210 FWY - SIERRA TO ADLER	EWFA	0	\$27,888.34 \$45,000.00	0.03%	\$3,692,360.70	\$7,369,678.82	9/15/05	9/22/05	9/20/05	9/22/05	9/26/05	Approved & Implemented
				\$45,000.00	0.05%	\$3,737,360.70	\$7,324,678.82	9/26/05	<< Approved Copies				

San Bernardino Associated Governments  
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 4/1/2008)

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CIFHWA Concurrence TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/ REMARKS
36 S1	ADDITIONAL FUNDS TO CCO 36 (PARTIAL OPENING OF 210 AT SIERRA)	EWFA	0	\$30,000.00				5/11/07	N/A	N/A	5/14/07	5/23/07	Approved & Implemented
36 S2	ADDITIONAL FUNDS	EWFA	0	\$30,000.00	0.03%	\$3,767,360.70	\$ 7,294,678.82		5/23/07	<< Approved Copies			
				\$105,000.00				3/5/08	N/A		3/5/08	3/6/08	Approved & Implemented
37	MBGR PER 2004 STANDARD SPECS	NCNC	0	\$0.00	0.11%	\$3,872,360.70	\$ 7,189,678.82		3/7/08	<< Approved Copies			
				\$105,000.00				1/3/06	1/19/06	1/19/06	1/27/06	4/5/06	Approved & Implemented
37 S1	MBGR ANCHOR BLOCK AT TRANSITION	EWFA	DEF	\$70,000.00	0.00%	\$3,872,360.70	\$ 7,189,678.82		4/5/06	<< Approved Copies			
				\$70,000.00				5/10/07	5/14/07	5/14/07	6/11/07	6/18/07	Approved & Implemented
38	CACTUS STREET MODIFICATIONS	EWFA	0	\$20,000.00	0.07%	\$3,942,360.70	\$ 7,119,678.82		6/19/07	<< Approved Copies			
		ITEM		\$59,004.78				2/21/06	4/3/06	3/13/06	4/6/06	4/5/06	Approved & Implemented
38 S1	ADDITIONAL FUNDS	EWFA	0	\$78,004.78	0.08%	\$4,020,365.48	\$ 7,041,674.04		4/5/06	<< Approved Copies			
				\$40,000.00				5/11/07	N/A	5/30/07	5/14/07	5/30/07	Approved & Implemented
39	PEDESTRIAN OPENINGS - 27TH & CALIFORNIA	ACLS	0	\$5,559.06	0.04%	\$4,060,365.48	\$ 7,001,674.04		5/30/07	<< Approved Copies			
				\$5,559.06				10/19/05	11/14/05	10/25/05	10/30/05	11/21/05	Approved & Implemented
40	HIGHLAND / EASTON PROFILE REVISION	ITEM	0	\$4,547.58				11/15/05	2/17/06	11/17/05	11/20/05	2/28/06	Approved & Implemented
		EWFA		\$5,000.00					3/1/06	<< Approved Copies			
40 S1	CITY OF RIALTO WATERLINE RELOCATION ON EASTON	EWLS	0	\$87,492.15	0.01%	\$4,076,472.14	\$ 6,985,567.38		3/1/06	<< Approved Copies			
				\$87,492.15				3/17/06	5/3/06	3/27/06	4/6/06	5/8/06	Approved & Implemented
40 S2	FIRE DEPARTMENT BLOCK WALL AND IRRIGATION	EWFA	0	\$40,000.00	0.08%	\$4,163,964.29	\$ 6,898,075.23		5/9/06	<< Approved Copies			
				\$40,000.00				8/22/06	N/A	9/29/06	8/29/06	10/2/06	Approved & Implemented
41	INCLUDE FIBER OPTIC AS MOH	NCNC	0	\$0.00	0.04%	\$4,203,964.29	\$ 6,858,075.23		10/2/06	<< Approved Copies			
				\$0.00				9/27/05	9/28/05	9/28/05	11/8/05	9/28/05	Approved & Implemented
42	DELETE PORTIONS OF IRRIGATION CROSSOVERS SEG 9 AND EDGE DRAIN SEG 10	ITEM	0	\$24,050.00	0.00%	\$4,203,964.29	\$ 6,858,075.23		9/28/05	<< Approved Copies			
				\$24,050.00				10/28/05	11/15/05	11/15/05	11/17/05	1/9/06	Approved & Implemented
43	CACTUS CHANNEL BASIN EROSION CONTROL FOR SBCFCD	EWAP	0	\$103,227.83	-0.02%	\$4,179,914.29	\$ 6,882,125.23		1/9/06	<< Approved Copies			
				\$103,227.83				5/12/06	6/23/06	6/23/06	7/24/06	7/24/06	Approved & Implemented
44	DELETE QC/QA FOR ASPHALT CONCRETE	ACUP	0	\$74,103.15	0.10%	\$4,283,142.12	\$ 6,778,897.40		6/23/06	6/28/06	6/28/06	6/28/06	Approved & Implemented
				\$74,103.15				5/25/06	<< Approved Copies		6/29/06	7/24/06	Approved & Implemented
45	SIGN STRUCTURE SPECS CHANGE	ITEM	0	\$137,687.10	-0.07%	\$4,209,086.97	\$ 6,853,000.55		3/16/06	<< Approved Copies			
		EWAP		\$585,480.00				11/28/05	12/2/05	12/2/05	11/29/05	3/21/06	Approved & Implemented
		ACLS		\$8,962.80				2/28/06	3/16/06	3/16/06	3/26/06	3/27/06	* FHWA Request
				\$732,139.90	0.74%	\$4,941,178.87	\$ 6,120,860.65		3/14/06	3/14/06	3/17/06		
46	RETAINING WALL CONCRETE GUTTERS	ACUP	0	\$48,307.00				5/31/06	6/1/06	6/1/06	6/21/06	6/26/06	Approved & Implemented
				\$48,307.00	0.05%	\$4,989,485.87	\$ 6,072,553.65		6/26/06	<< Approved Copies			



COO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CT/HWA Concurrence		SANBAG Approval		DATE APPROVED	STATUS/REMARKS
									TO	FROM	TO	FROM	TO	FROM		
47	REVISIONS TO DRAINAGE SYSTEM 7- SEG 9	EWFA ITEM	0	\$700,000.00 \$30,584.00 \$730,584.00	0.74%	\$5,720,069.87	\$ 5,341,969.65	7/17/06 2nd Copy >>>	10/19/06 12/1/06	7/7/06 12/4/06	7/17/06		10/48/06 12/4/06 2/1/07	1/24/07	Approved & Implemented	
48	CAJON OH BENT 2 ALTERNATIVE PILE	ITEM EWFA	0	\$70,560.00 \$90,654.24 \$20,094.24	0.02%	\$5,740,164.11	\$ 5,321,875.41	3/7/06	3/8/06	<< Approved Copies	3/8/06	4/6/06	3/7/06 4/25/06 5/3/06	5/3/06	Approved & Implemented	
49	EXTEND EXISTING ADAMS ST. STORM DRAIN (OASIS) TO EAST OF UPRR RAILWAY	ITEM	0	\$22,308.00	0.02%	\$5,762,472.11	\$ 5,299,567.41	6/19/06	6/23/06	<< Approved Copies	6/23/06	7/24/06	6/19/06 7/10/06 7/14/06	7/14/06	Approved & Implemented	
50	CACTUS VADITCH AND OUTLET STRUCTURE (CANCELED)	ITEM													CANCELED WORK INCLUDED ON COO No. 65	
51	SLOPE PAVING - PEPPER, LILAC & 27TH	ITEM EWFA	0	\$165,976.00 \$5,000.00 \$170,976.00	0.17%	\$5,933,448.11	\$ 5,128,591.41	10/2/06 12/20/06	10/11/06 1/9/07	<< Approved Copies	10/11/06		10/2/06 12/20/06 1/9/07	1/22/07	Approved & Implemented	
52	LOCAL STREET SIGNS- METAL POSTS IN LIEU OF WOOD	ACUP	0	\$1,328.25	0.17%	\$5,934,776.36	\$ 5,127,263.16	6/1/06	6/2/06	<< Approved Copies	6/2/06	6/21/06	6/2/06 6/14/06 6/26/06	6/26/06	Approved & Implemented	
53	SOUNDWALL MASONRY BLOCK SPEC CHANGE	NCNC	0	\$0.00	0.00%	\$5,934,776.36	\$ 5,127,263.16	5/11/06	5/16/06	<< Approved Copies	5/11/06	5/17/06	5/16/06 5/19/06 5/24/06	5/23/06	Approved & Implemented	
53 S1	SOUNDWALL MASONRY BLOCK SPEC CHANGE ON BRIDGE STRUCTURES	NCNC	0	\$0.00	0.00%	\$5,934,776.36	\$ 5,127,263.16	8/2/06	8/11/06	<< Approved Copies	8/11/06		8/2/06 9/11/06 9/14/06	9/14/06	Approved & Implemented	
54	PREPARE SLOPES @ CACTUS CHANNEL FOR EROSION CONTROL	EWAP	0	\$0.00	0.00%	\$5,934,776.36	\$ 5,127,263.16	5/25/06	6/23/06	<< Approved Copies	6/23/06	7/24/06	5/25/06 6/29/06 7/24/06	7/24/06	Approved & Implemented	
55	SEG 9 REPAIR DRAINAGE FACILITY AT SW128N & SEG 10 DS-8F	ITEM ACLS	0	\$102,760.65 \$75,600.00 \$8,142.01	0.10%	\$6,037,537.01	\$ 5,024,502.51	6/26/06	6/29/06	<< Approved Copies	6/29/06	7/24/06	6/26/06 6/29/06 7/10/06	7/14/06	Approved & Implemented	
56	ADJUST. FOR CONCRETE GUTTER IN EXCESS OF 125% EE (SEG 10 & 11)	ACUP ITEM	0	\$83,742.01 \$41,415.00 \$132,000.00	0.08%	\$6,121,279.02	\$ 4,940,760.50	6/19/06	6/23/06	<< Approved Copies	6/23/06	7/24/06	6/19/06 7/10/06 7/14/06	7/14/06	Approved & Implemented	
57	MODIFY DRAINAGE @ LILAC/CASIMALLA	ITEM EWFA	0	\$90,585.00 \$30,860.00 \$85,000.00	0.09%	\$6,211,864.02	\$ 4,850,175.50	12/29/06	1/2/07	<< Approved Copies	1/2/07	1/2/07	12/29/06 1/19/07 2/5/07	2/5/07	Approved & Implemented	
57 S1	ADDITIONAL FUNDS	EWFA	0	\$115,850.00 \$75,000.00	0.12%	\$6,327,714.02	\$ 4,794,325.50	3/5/08	2/5/07	<< Approved Copies	2/5/07		3/5/08 3/6/08	3/6/08	Approved & Implemented	
58	RETAINING WALL 150 BARRIER CLOSURE	EWLS	0	\$75,000.00 \$2,874.08	0.08%	\$6,402,714.02	\$ 4,659,325.50	6/16/06	6/23/06	<< Approved Copies	6/23/06	7/24/06	6/16/06 7/10/06 7/14/06	7/14/06	Approved & Implemented	
59	BIO-SWALES FOR BASINS NO. 4, NO. 5, NO. 6	ITEM EWFA		\$2,874.08	0.00%	\$6,405,588.10	\$ 4,656,651.42	8/20/07	7/14/06	<< Approved Copies			8/20/07		CANCELED WORK TRANSFERRED TO EARLY 11	
60	ELIMINATE PCC DIKE AND SHOULDER BACKING IN SEGMENT 9	ITEM	0	\$0.00 \$0.00 \$0.00	0.00%	\$6,405,588.10	\$ 4,656,651.42	8/28/06 2/23/07	8/30/06 3/5/07	<< Approved Copies	8/30/06	9/20/06	8/28/06 2/23/07 4/6/07	4/10/07	Approved & Implemented	
61	TEMPORARY TRAFFIC SIGNAL AT EASTON/HIGHLAND	EWFA ITEM	0	\$82,208.00 \$70,000.00 \$276.00	-0.08%	\$6,323,180.10	\$ 4,738,859.42	9/5/06	9/6/06	<< Approved Copies	9/6/06	9/6/06	9/5/06 9/6/06 10/12/06	10/30/06	Approved & Implemented	

## CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 4/1/2008)

COO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CTFHW Concurrency TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/REMARKS
62	ELIMINATE EDGE DRAIN IN SEGMENT 10	ITEM ACLS EWFA	0	-\$85,932.00 \$8,473.48 \$5,000.00	-0.07%	\$6,320,997.58	\$ 4,741,041.94	5/8/07	5/8/07	5/21/07	5/8/07 5/21/07	5/30/07	Approved & Implemented
63	INCREASE IN LCB CEMENT CONTENT	ACLS	0	-\$72,458.52 \$142,145.26	-0.07%	\$6,320,997.58	\$ 4,741,041.94	6/21/07	5/30/07 << Approved Copies	6/25/07	6/25/07 8/8/07	8/8/07	Approved & Implemented
64	ADD WORK FROM STATE STREET STORM DRAIN	EWFA EWUP BWLS	0	\$10,000.00 \$1,042,122.36 \$77,152.80	0.14%	\$6,463,142.84	\$ 4,598,896.68	11/30/06	8/8/07 << Approved Copies	12/14/06	12/14/06	12/22/07	Approved & Implemented
65	CONCRETE SPILLWAYS & PARKWAY GULVERTS (CANCELED)			\$1,129,275.16 \$0.00 \$0.00	1.14%	\$7,592,418.00	\$ 3,469,621.52		1/22/07 << Approved Copies				CANCELED Work Included on COO No. 59
66	JUST IN TIME TRAINING (JITT)	BWLS	0	\$505.00	0.00%	\$7,592,418.00	\$ 3,469,621.52	12/18/06	12/18/06	12/22/06	12/18/06	12/29/06	Approved & Implemented
67	FURNISH STREET AND ROADSIDE SIGN PANELS	EWFA	0	\$505.00 \$7,500.00	0.00%	\$7,592,923.00	\$ 3,469,116.52	12/28/06	1/2/07 << Approved Copies	4/6/07	1/4/07	4/10/07	Approved & Implemented
68	EASTON SQUARE APARTMENTS ALL WEATHER SURFACING	EWFA	0	\$7,500.00 \$35,000.00	0.01%	\$7,600,423.00	\$ 3,461,616.52	12/13/06	4/10/07 << Approved Copies	12/20/06	12/20/06	12/29/06	Approved & Implemented
69	AC PRICE INDEX FLUCTUATION (Partial)	ACUP	0	\$308,693.17	0.04%	\$7,635,423.00	\$ 3,426,616.52	4/12/07	4/30/07	5/21/07	4/30/07	9/19/07	Approved & Implemented - Unilateral Approval
69 S1	AC PRICE INDEX FLUCTUATION (Complete)	ACUP	0	\$92,459.51	0.31%	\$7,944,116.17	\$ 3,117,923.35	2/1/08	9/19/07 << Approved Copies			2/4/08	Approved & Implemented - Unilateral
70	SBCFCD PUNCH LIST METHACRYLATE	EWFA	0	\$92,459.51 \$75,000.00	0.09%	\$8,036,575.68	\$ 3,025,463.84	12/21/06	2/4/08 << Approved Copies	12/27/06	12/27/06	12/29/06	Approved & Implemented
71	SSSD REVISIONS AT HIGHLAND/CALIFORNIA	ITEM DEF EWFA EWAP	DEF	\$75,000.00 -\$37,689.32 \$75,000.00 \$145,351.81	0.08%	\$8,111,575.68	\$ 2,950,463.84	4/16/07	1/2/07 << Approved Copies	4/24/07	4/24/07 6/11/07	9/19/07	Approved & Implemented
71 S1	ADDITIONAL FUNDS	EWFA	DEF	\$182,662.49 \$145,000.00	0.18%	\$8,294,238.17	\$ 2,767,801.35	10/25/07	9/19/07 << Approved Copies			11/19/07	Approved & Implemented
71 S2	ADDITIONAL FUNDS	EWFA	DEF	\$145,000.00 \$150,000.00	0.15%	\$8,439,238.17	\$ 2,622,801.35	1/14/08	N/A << Approved Copies			1/23/08	Approved & Implemented
71 S3	TIME ADJUSTMENT	ADJ	117	\$150,000.00 \$0.00	0.15%	\$8,589,238.17	\$ 2,472,801.35	1/14/08	1/23/08 << Approved Copies	1/29/08	1/29/08	2/3/08	Approved & Implemented
72	SEGMENT 10 BRIDGE SIGN ELIMINATION	ITEM EWFA	0	-\$26,235.00 \$2,000.00 -\$24,235.00	0.00%	\$8,589,238.17	\$ 2,472,801.35	12/21/06	2/4/08 << Approved Copies	1/15/07	12/22/06	1/22/07	Approved & Implemented

San Bernardino Associated Governments  
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 4/1/2008)

COO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CTHWA Concurrence TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/REMARKS
73	MUSCOY UNDERPASS TEMPORARY SUPPORT (GANGELED)	ACIA ACUP	DEF	\$0.00 \$0.00	0.00%	\$0.545,003.02	Revised >>> 2,497,836.95	1/23/07	1/29/07 2/9/07	1/23/07	1/29/07	1/29/07	GANGELED Work deleted on CCO No. 77
74	HUB BUILDING ENVIRONMENTAL CONTROLLER	ACLS	0	\$6,505.62				4/27/07	5/1/07	5/3/07	5/1/07	5/15/07	Approved & Implemented
75	SEG 10, DS-8A AND 8E REVISIONS	ITEM	0	\$6,505.62 \$5,543.50	0.01%	\$8,571,508.79	\$ 2,490,530.73	3/16/07 9/7/07	5/16/07 3/29/07	<< Approved Copies	3/20/07	9/11/07	Approved & Implemented - Unilateral Approval
76	ISL FIXTURES IN LIEU OF MERCURY VAPOR @ STATE ST UC (Seg. 11 E) BR. MTD SIGNS	EWLS	DEF	\$5,543.50 \$1,317.15	0.01%	\$8,577,052.29	\$ 2,484,987.23	3/8/07	3/12/07	3/24/07	3/12/07	3/27/07	Approved & Implemented
77	ELIMINATE MUSCOY UNDERPASS RETROFIT	ITEM	35	\$1,317.15 -\$594,300.00	0.00%	\$8,578,349.44	\$ 2,483,670.08	3/7/07	3/28/07	<< Approved Copies		4/26/07	Approved & Implemented
78	INSTALL 103C ON MIRAMONTE UC	EWFA	DEF	-\$594,300.00 \$15,000.00	-0.60%	\$7,984,049.44	\$ 3,077,970.08	3/8/07 3/28/07	4/30/07 3/28/07	<< Approved Copies	3/12/07	4/10/07	Approved & Implemented
79	SEGMENT 10, MIBGR AT WB HIGHLAND OC APPROACH	ITEM EWFA	0	\$36,179.00 \$15,000.00	0.02%	\$7,999,069.44	\$ 3,062,970.08	3/29/07	3/29/07	5/21/07	5/24/07	5/30/07	Approved & Implemented
80	GROUT ALL PULLBOXES	EWLS EWFA	DEF	\$31,179.00 \$30,975.00 \$2,000.00	0.05%	\$8,050,248.44	\$ 3,011,791.08	3/16/07	3/20/07	<< Approved Copies	3/20/07	4/10/07	Approved & Implemented
81	EARLY 11 PUNCHLIST ITEMS	NCNC	0	\$0.00		\$8,083,223.44	\$ 2,978,816.08	3/28/07	4/10/07	<< Approved Copies	3/20/07	4/2/07	Approved & Implemented
81 S1	EARLY 11 BRIDGE PUNCHLIST ITEMS	EWLS	0	\$0.00 \$10,000.00	0.00%	\$8,083,223.44	\$ 2,978,816.08	3/28/07	3/29/07	<< Approved Copies	3/20/07	4/4/07	Approved & Implemented
82	FRISBEE PARK - ACACIA CUL-DE-SAC DRAINAGE MODIFICATIONS	EWFA	0	\$10,000.00 \$25,000.00	0.01%	\$8,093,223.44	\$ 2,968,816.08	3/30/07	4/4/07	<< Approved Copies	4/24/07	4/30/07	Approved & Implemented
83	COMPLETE I-210/ SIERRA INTERCHANGE & SOUNDWALL; REMOVE EASTON SILVER RAMP.	EWLS EWFA	DEF	\$25,000.00 \$44,384.23 \$305,000.00	0.03%	\$8,118,223.44	\$ 2,943,816.08	4/26/07	4/30/07	<< Approved Copies	4/30/07	5/29/07	Approved & Implemented
84	MUSCOY UNDERPASS ENGINEERING COSTS AND AC BLOCKOUTS	ITEM ADJ	0	\$349,384.23 -\$10,564.00 \$230,410.17	0.35%	\$8,467,607.67	\$ 2,594,431.85	8/24/07	8/27/07	<< Approved Copies	8/27/07	9/19/07	* FHWA Request
85	SLOPE PAVING @ RIVERSIDE BRIDGE ABUTMENT NO.1	ITEM EWFA	0	\$219,846.17 \$76,510.00 \$8,000.00	0.22%	\$8,687,453.84	\$ 2,374,585.68	5/11/07 5/14/07	4/24/07 7?	<< Approved Copies	4/24/07	6/18/07	Approved & Implemented
86	LILAC NORTH NEW WALLS	EWFA	DEF	\$84,510.00 \$32,000.00	0.09%	\$8,771,963.84	\$ 2,290,075.68	5/9/07 5/21/07	5/19/07 5/21/07	<< Approved Copies	5/19/07	6/18/07	Approved & Implemented
87	ELIMINATE FIBER OPTIC MAINTENANCE & OPERATIONS TRAINING	ITEM	0	\$32,000.00 -\$46,000.00	0.03%	\$8,803,963.84	\$ 2,258,075.68	5/10/07	5/14/07	<< Approved Copies	5/14/07	6/11/07	Approved & Implemented

NOTES:

\* Includes Supplemental Funds & SANBAG Furnished Materials

**\$435,220.96**

**\$1,389,329.02**



## CHANGE ORDER and CONTINGENCY BALANCE LOG

CCO NO.	DESCRIPTION	PAY METHOD	TIME EXT.	CCO AMOUNT	TO DATE AMOUNT	CONTINGENCY BALANCE	RE SIGN.	CONTRACTOR		SANBAG (Appr.)		SANBAG (Times)		DATE	STATUS/REMARKS
								TO	FROM	TO	FROM	TO	FROM		
*CONTINGENCY BUDGET \$ 312,207.00															
1	IRRIGATION CONTROLLER CABINET	NCNC	0	\$ -	\$ -	\$ 312,207.00	2/13/2006	2/13/2006	3/14/2006	3/15/2006	3/15/2006	3/16/2006	3/20/2006	3/20/2006	CCO APPROVED
	Approved Copies to:														
2	ELECTRICAL ITEM CHANGES	APLS	0	\$ 4,034.52	\$ 4,034.52	\$ 308,172.48	4/17/2006	4/18/2006	4/18/2006	4/18/2006	4/19/2006	4/19/2006	4/19/2006	4/20/2006	CCO APPROVED Paid on Estimate No. 2
	Approved Copies to:														
3	REMOBILIZATION FOR HOT TAP AT MOUNTAIN AVE.	APLS	0	\$ 1,577.03	\$ 5,611.55	\$ 306,595.45	5/9/2006	5/9/2006	5/9/2006	5/9/2006	5/10/2006	5/10/2006	5/10/2006	5/10/2006	CCO APPROVED Paid on Estimate No. 3
	Approved Copies to:														
4	CONTROLLER CABINET & BACKFLOW ASSEMBLY MODIFICATIONS	NCNC	0	\$ -	\$ 5,611.55	\$ 306,595.45	7/18/2006	7/18/2006	8/29/2006	8/29/2006	8/31/2006	8/31/2006	8/31/2006	9/01/2006	CCO APPROVED Resent original
	Approved Copies to:														
5	ROCK REMOVAL	EWFA	0	\$ 25,000.00	\$ 30,611.55	\$ 281,595.45	11/8/2006	11/8/2006	11/15/2006	11/15/2006	11/15/2006	11/29/2006	11/29/2006	11/29/2006	CCO APPROVED Work Complete 11/17/06
	Approved Copies to:														
5	ADDITIONAL ROCK REMOVALS IN THE RECOVERY ZONES	EWFA	0	\$ 15,000.00	\$ 45,611.55	\$ 266,595.45	6/16/2007	6/16/2007	6/13/2007	6/18/2007	6/20/2007	6/18/2007	6/20/2007	6/20/2007	CCO APPROVED
51															
	Approved Copies to:														
6	ADDITIONAL UV PIPE AND IRRIGATION HEADS	AUP	0	\$ 160.00	\$ 45,771.55	\$ 266,635.45	3/27/2007	3/27/2007	3/27/2007	3/27/2007	3/28/2007	3/28/2007	3/28/2007	3/28/2007	CCO APPROVED Paid Estimate No. 14
	Approved Copies to:														
7	PLANT SIZE SUBSTITUTION FOR LANTANA	ADJ. COMP.	0	\$ (5,561.60)	\$ 40,209.95	\$ 271,997.05	4/24/2007	4/24/2007	4/24/2007	4/25/2007	4/30/2007	4/25/2007	4/30/2007	5/1/2007	CCO APPROVED Credit taken Est. 14
	Approved Copies to:														
8	EXTENSION OF CONTRACT TIME - MULCH A & B	TIME	5	\$ -	\$ 40,209.95	\$ 271,997.05	5/7/2007	5/8/2007	5/15/2007	5/15/2007	5/16/2007	5/15/2007	5/16/2007	5/16/2007	CCO APPROVED
	Approved Copies to:														
9	BUBBLER SUBSTITUTION	AUP	0	\$ 2,984.10	\$ 43,194.05	\$ 269,012.95	6/16/2007	6/16/2007	6/13/2007	6/18/2007	6/20/2007	6/18/2007	6/20/2007	6/20/2007	CCO APPROVED Partial Paymnt Est. 17 Complete Est. 18
	Approved Copies to:														
10	CREDIT FOR ACACIA BAILEYANA PURPUREA TREES	ADJ. COMP.	0	\$ (2,532.94)	\$ 40,661.11	\$ 271,545.89	8/13/2007	8/14/2007	8/21/2007	8/21/2007	8/23/2007	8/22/2007	8/23/2007	8/23/2007	CCO APPROVED Credit taken Est. 19
	Approved Copies to:														
11	BACKFLOW ASSEMBLY ENCLOSURES & PADS - RESOLUTION TO NOBSC NO. 7	ADJ. COMP.	0	\$ 4,033.44	\$ 44,694.55	\$ 267,512.45	2/27/2008	2/27/2008	2/27/2008	2/28/2008	3/4/2008	2/28/2008	3/4/2008	3/4/2008	CCO APPROVED
	Approved Copies to:														
12	FIBER ROLL	ADJ. COMP.	0	\$ 1,687.79	\$ 46,382.34	\$ 265,824.66	2/27/2008	2/27/2008	2/27/2008	2/28/2008	3/4/2008	2/28/2008	3/4/2008	3/4/2008	CCO APPROVED
	Approved Copies to:														
ITEM OVERLAP** \$ 3,163.76															
TOTAL TO DATE >>>>>> \$ 46,382.34 \$ 264,348															

**NOTES:** \* Includes Supplemental Funds & SANBAG Furnished Materials

ITEM No.	\$ Overrun	\$ Balance
17	\$ 2,600.00	\$ 2,600.00
32	\$ 505.00	\$ 3,105.00
44	\$ 58.76	\$ 3,163.76
		\$ 3,163.76

CHANGE ORDER and CONTINGENCY BALANCE LOG

CCO NO.	DESCRIPTION	PAY METHOD	TIME EXT.	CCO AMOUNT	TO DATE AMOUNT	CONTINGENCY BALANCE	RE SIGN.	CONTRACTOR TO FROM	SANBAG (Appr.) TO FROM	SANBAG (Trans.) TO FROM	DATE APPR.	STATUS/REMARKS
							CONTINGENCY BUDGET \$ 408,423.00					
1	ELECTRICAL ITEM CHANGES	APLS	0	\$ 4,084.52	\$ 4,084.52	\$ 408,423.00	4/17/2006	4/18/2006	4/19/2006	4/20/2006	4/20/2006	CCO APPROVED Paid Est. No. 02
	Approved Copies to:											
2	IRRIGATION CROSSOVERS AT CAMPUS AVENUE	BWPA	0	\$ 25,000.00	\$ 29,084.52	\$ 379,388.48	6/6/2006	6/6/2006	7/1/2006	7/12/2006	7/12/2006	CCO APPROVED
	Approved Copies to:											
3	CONTROLLER CABINET & BACKFLOW ASSEMBLY MODIFICATIONS	NCNC	0	\$ -	\$ 29,084.52	\$ 379,388.48	7/18/2006	7/18/2006	8/30/2006	8/31/2006	8/31/2006	CCO APPROVED Resent original
	Approved Copies to:											
4	ROCK REMOVAL	BWPA	0	\$ 25,000.00	\$ 54,084.52	\$ 354,388.48	11/8/2006	11/15/2006	11/15/2006	11/29/2006	11/29/2006	CCO APPROVED Work Completed:
	Approved Copies to:											
4 S1	ROCK REMOVAL - ADDITIONAL FUNDS	BWPA	0	\$ 8,635.60	\$ 62,670.12	\$ 345,752.88	5/7/2007	5/14/2007	5/16/2007	5/16/2007	5/16/2007	CCO APPROVED
	Approved Copies to:											
4 S2	ROCK REMOVAL - ADDITIONAL REMOVALS	BWPA	0	\$ 15,000.00	\$ 77,670.12	\$ 330,752.88	6/27/2007	6/27/2007	8/15/2007	8/15/2007	8/15/2007	CCO APPROVED Released to Contractor
	Approved Copies to:											
5	PLANT SIZE SUBSTITUTION FOR CRAPE MYRTLE	ADJ. COMP.	0	\$ (3,575.00)	\$ 74,095.12	\$ 334,327.88	12/14/2006	12/15/2006	12/21/2006	12/21/2006	12/21/2006	CCO APPROVED Credit Taken Est. 10
	Approved Copies to:											
6	PLANT SIZE SUBSTITUTION FOR LANTANA SPREADING	ADJ. COMP.	0	\$ (1,621.40)	\$ 72,473.72	\$ 335,949.28	4/24/2007	4/24/2007	4/30/2007	4/30/2007	4/30/2007	CCO APPROVED Credit Taken Est. 13
	Approved Copies to:											
7	VALVE BOX RELOCATION	NCNC	0	\$ -	\$ 72,473.72	\$ 335,949.28	5/7/2007	5/8/2007	5/15/2007	5/16/2007	5/16/2007	CCO APPROVED
	Approved Copies to:											
8	BUBBLERS	AUP	0	\$ 2,270.70	\$ 74,744.42	\$ 333,678.58	6/13/2007	6/13/2007	6/20/2007	6/20/2007	6/20/2007	CCO APPROVED Paid Est. No. 17, 18
	Approved Copies to:											
9	MOVING OF TREES AND IRRIGATION	AUP	0	\$ 5,000.00	\$ 79,744.42	\$ 328,678.58	6/13/2007	6/13/2007	6/21/2007	6/21/2007	6/21/2007	CCO APPROVED Paid Est. No. 16
	Approved Copies to:											
10	ACACIA BAILEYANA PURPUREA CREDIT	ADJ. COMP.	0	\$ (1,280.70)	\$ 78,463.72	\$ 329,959.28	8/13/2007	8/13/2007	8/23/2007	8/23/2007	8/23/2007	CCO APPROVED Credit taken Est. 18
	Approved Copies to:											
11	BACKFLOW ENCLOSURES AND CONCRETE PADS	ADJ. COMP.	0	\$ 2,888.96	\$ 81,352.68	\$ 327,070.32	2/27/2008	2/27/2008	3/4/2008	3/4/2008	3/4/2008	CCO APPROVED
	Approved Copies to:											
12	FIBER ROLL	ADJ. COMP.	0	\$ 3,853.86	\$ 85,206.54	\$ 323,216.46	3/14/2008	3/18/2008	3/27/2008	3/27/2008	3/28/2008	CCO APPROVED
	Approved Copies to:											
ITEM OVERLUN**							\$ 1,060.00					
TOTAL TO DATE >>>>>>>>							\$ 85,206.54	\$ 328,899.28				

NOTES: \* Includes Supplemental Funds & SANBAG Furnished Materials

ITEM No.	\$ Overrun	\$ Balance
32	\$ 1,006.00	\$ 1,006.00
43	\$ 54.00	\$ 1,060.00
		\$ 1,060.00

\$ 82,412.68

EA: 08-1A2804, 08-1A2808L  
SANBAG CONT. NO.: 06-064  
RTE.: 08-SBD-210-6.3 / 10.3  
STPL-6053(069)

SR 210 HWY PLANTING Seg 3  
CHANGE ORDER and CONTINGENCY BALANCE LOG

CCO NO.	DESCRIPTION	PAY METHOD	TIME EXT.	CCO AMOUNT	TO DATE AMOUNT	CONTINGENCY BALANCE	RE SIGN.	CONTRACTOR		SANBAG (Appr.)		SANBAG (Trans.)		DATE APPR.	STATUS/ REMARKS
								TO	FROM	TO	FROM	TO	FROM		
*CONTINGENCY BUDGET \$ 495,151.26															
1	CONSTRUCTION AREA SIGNS	NCNC	0	\$ -	\$ -	\$ 495,151.26	7/26/2006	7/27/2006	8/25/2006	8/30/2006	8/31/2006	8/31/2006	8/31/2006	8/31/2006	CCO APPROVED
	Approved Copies to:							8/31/2006		8/31/2006		8/31/2006			
2	IRRIGATION SLEEVE CROSSOVER PIPE SUBSTITUTION	NCNC	0	\$ -	\$ -	\$ 495,151.26	11/7/2006	11/7/2006	12/5/2006	12/5/2006	12/12/2006	12/12/2006	12/12/2006	12/12/2006	CCO APPROVED
	Approved Copies to:							12/12/2006							
3	GARDEN WALL VINE HOLES AND BLOCK	AUP	0	\$ 6,945.77	\$ 6,945.77	\$ 488,205.49	12/14/2006	12/15/2006	12/19/2006	12/19/2006	1/10/2007	1/10/2007	1/10/2007	1/10/2007	CCO APPROVED Paid Estimate No. 08
	Approved Copies to:							1/11/2007							
4	IRRIGATION CROSSOVER EXTENSION AT CARNELIAN	APLS	0	\$ 2,300.00	\$ 9,245.77	\$ 485,905.49	12/14/2006	12/15/2006	12/19/2006	12/19/2006	12/21/2006	12/21/2006	12/21/2006	12/21/2006	CCO APPROVED Paid Estimate No. 05
	Approved Copies to:							12/21/2006							
5	ADDITION OF PRESSURE REGULATORS	AUP	0	\$ 3,675.00	\$ 12,920.77	\$ 482,230.49	1/30/2007	1/30/2007	2/6/2007	2/6/2007	2/9/2007	2/9/2007	2/9/2007	2/9/2007	CCO APPROVED Paid Estimate No. 08
	Approved Copies to:							2/9/2007							
6	IRRIGATION CROSSOVERS: BERYL/ AMETHYST/ MVP	APLS	0	\$ 7,318.00	\$ 20,238.77	\$ 474,912.49	2/6/2007	2/7/2007	2/20/2007	2/20/2007	2/21/2007	2/21/2007	2/21/2007	2/21/2007	CCO APPROVED Paid Estimate No. 08
	Approved Copies to:							2/22/2007							
7	ADD'L CROSSOVER WORK AT ARCHIBALD OC	EWFA	0	\$ 5,000.00	\$ 25,238.77	\$ 469,912.49	4/17/2007	4/24/2007	4/24/2007	4/25/2007	4/30/2007	4/30/2007	4/30/2007	4/30/2007	CCO APPROVED
	Approved Copies to:							4/30/2007							
8	CONCRETE CUTTING AND REMOVALS AT GARDEN WALL	APLS EWFA	0	\$ 3,100.00 \$ 6,900.00	\$ 35,238.77	\$ 459,912.49	2/15/2007	2/15/2007	2/20/2007	2/20/2007	2/21/2007	2/21/2007	2/21/2007	2/21/2007	CCO APPROVED Paid Estimate No. 08
	Approved Copies to:							2/22/2007							
9	INSTALLATION OF IRRIGATION PUMPS AT SYSTEM F & G	APLS EWFA	0	\$ 34,257.41 \$ 5,000.00	\$ 74,496.18	\$ 420,655.08	7/2/2007	7/10/2007	7/10/2007	7/10/2007	7/26/2007	7/26/2007	7/26/2007	7/26/2007	CCO APPROVED Paid APLS Est. 10
	Approved Copies to:							7/26/2007							
10	ROCK REMOVAL	APLS	0	\$ 11,281.39	\$ 85,777.57	\$ 409,373.69	5/2/2007	5/2/2007	5/8/2007	5/8/2007	5/16/2007	5/16/2007	5/16/2007	5/16/2007	CCO APPROVED Paid Estimate No. 13
	Approved Copies to:							5/17/2007							
11	RETAINING/MASONRY BLOCK WALL - HIGHLAND AVE. BERYL TO HELLMAN	DELETED	0	\$ -	\$ 85,777.57	\$ 409,373.69	-	-	-	-	-	-	-	-	CCO DELETED Work will proceed per plan 6/19/07
	Approved Copies to:														
12	BUBBLERS	AUP	0	\$ 162.35	\$ 85,939.92	\$ 409,211.34	7/6/2007	7/10/2007	7/10/2007	7/10/2007	7/26/2007	7/26/2007	7/26/2007	7/26/2007	CCO APPROVED Paid Estimate No. 14
	Approved Copies to:							7/26/2007							
13	DELETE BID ITEM NO. 24 - HEADER BOARD	ITEM	0	\$ (10,176.00)	\$ 75,763.92	\$ 419,387.34	6/6/2007	6/6/2007	6/18/2007	6/18/2007	6/20/2007	6/20/2007	6/20/2007	6/20/2007	CCO APPROVED No Payment Made to item
	Approved Copies to:							6/20/2007							

[illegible]

**NOTES:**

ITEM No.	\$ Overrun	\$ Balance
		\$ -
		\$ -
		\$ -
		\$ -



EA: 08-1A2814, 08-1A2818L  
 SANBAG CONT. NO.: 06-065  
 RTE.: 08-SBD-210-10.3/13.4  
 STPL-6053(070)

SR 210 HWY PLANTING Seg 4  
 CHANGE ORDER and CONTINGENCY BALANCE LOG

CCO NO.	DESCRIPTION	PAY METHOD	TIME EXT.	CCO AMOUNT	TO DATE AMOUNT	CONTINGENCY BALANCE	RE SIGN.	CONTRACTOR		SANBAG (Appr.)		SANBAG (Trans.)		DATE APPR.	STATUS/REMARKS
								TO	FROM	TO	FROM	TO	FROM		
*CONTINGENCY BUDGET \$ 338,690.54															
1	CONSTRUCTION AREA SIGNS	NCNC	0	\$ -	\$ -	\$ 338,690.54	7/26/2006	7/27/2006	8/22/2006	10/1/2006	10/5/2006	10/5/2006	10/5/2006	10/5/2006	CCO APPROVED
	Approved Copies to:														
2	ADDITIONAL WATER DEVELOPMENT FEES	APLS	0	\$ 4,215.00	\$ 4,215.00	\$ 334,475.54	10/16/2006	10/19/2006	10/26/2006	10/26/2006	10/26/2006	10/26/2006	10/26/2006	10/26/2006	CCO APPROVED Paid on Est. No. 04
	Approved Copies to:														
3	PRESSURE REGULATOR MASTER VALVES	ADJ. COMP. AUP APLS	0	\$ (622.90) \$ 1,404.93 \$ 288.55	\$ 5,285.58	\$ 333,404.96	8/16/2007	8/16/2007	8/29/2007	9/5/2007	9/13/2007	9/13/2007	9/13/2007	9/13/2007	CCO APPROVED Credit and Payment Estimate No. 14
	Approved Copies to:							9/13/2007							
4	BUBBLERS	NCNC	0	\$ -	\$ 5,285.58	\$ 333,404.96	6/6/2007	6/6/2007	6/13/2007	6/18/2007	6/20/2007	6/20/2007	6/20/2007	6/20/2007	CCO APPROVED
	Approved Copies to:							6/20/2007							
5	DELETE BID ITEM NO. 21 - HEADER BOARD	ITEM	0	\$ (6,071.00)	\$ (785.42)	\$ 339,475.96	6/6/2007	6/6/2007	6/13/2007	6/18/2007	6/20/2007	6/20/2007	6/20/2007	6/20/2007	CCO APPROVED No payment to item
	Approved Copies to:							6/20/2007							
6	IRRIGATION TRENCH SAND CREDIT	ADJ. COMP.	0	\$ (1,600.00)	\$ (2,385.42)	\$ 341,075.96	8/22/2007	8/22/2007	8/29/2007	9/5/2007	9/13/2007	9/13/2007	9/13/2007	9/13/2007	CCO APPROVED Credit Taken Est. 14
	Approved Copies to:							9/13/2007							
7	ROCK REMOVALS	BWFA	0	\$ 25,000.00	\$ 22,614.58	\$ 316,075.96	9/11/2007	9/11/2007	9/11/2007	9/12/2007	9/13/2007	9/13/2007	9/13/2007	9/13/2007	CCO APPROVED
	Approved Copies to:							9/13/2007							
8	TIME EXTENSION	TIME	21	\$ -	\$ 22,614.58	\$ 316,075.96	12/18/2007	12/18/2007	12/21/2007	1/23/2008	1/24/2008	1/24/2008	1/24/2008	1/24/2008	CCO APPROVED
	Approved Copies to:							1/25/2008							
9	ACACIA BAILEYANA 'PURPUREA' COLOR	AUP NCNC	0	\$ 3,209.56 \$ -	\$ 25,824.14	\$ 312,866.40	10/3/2007	10/3/2007	10/10/2007	10/15/2007	11/7/2007	11/7/2007	11/7/2007	11/7/2007	CCO APPROVED
	Approved Copies to:							11/8/2007							
10	REMOVAL OF 25MM RCV AND REPLACE WITH 50MM RCV	APLS	0	\$ 3,888.96	\$ 29,713.10	\$ 308,977.44	1/28/2008	1/29/2008	2/13/2008	2/13/2008	2/14/2008	2/14/2008	2/14/2008	2/14/2008	CCO APPROVED
	Approved Copies to:							2/15/2008							
11	DELETE CHAIN LINK GATE	ITEM	0	\$ (983.00)	\$ 28,730.10	\$ 309,960.44	1/28/2008	1/29/2008	2/13/2008	2/13/2008	2/14/2008	2/14/2008	2/14/2008	2/14/2008	CCO APPROVED
	Approved Copies to:							2/15/2008							
12	BACKFLOW ENCLOSURES	ADJ. COMP.	0	\$ 2,400.00	\$ 31,130.10	\$ 307,560.44	2/27/2008	2/27/2008	2/27/2008	2/28/2008	3/4/2008	3/4/2008	3/4/2008	3/4/2008	CCO APPROVED
	Approved Copies to:							3/5/2008							
13	FIBER ROLL	ADJ. COMP.	0	\$ 2,314.49	\$ 33,444.59	\$ 305,245.95	2/27/2008	2/27/2008	2/27/2008	2/28/2008	3/4/2008	3/4/2008	3/4/2008	3/4/2008	CCO APPROVED
	Approved Copies to:														

EA: 08-1A2814, 08-1A2818L  
 SANBAG CONT. NO.: 06-065  
 RTE.: 08-SBD-210-10.3 /13.4  
 STPL-6053(070)

SR 210 HWY PLANTING Seg 4  
 CHANGE ORDER and CONTINGENCY BALANCE LOG

CCO NO.	DESCRIPTION	PAY METHOD	TIME EXT.	CCO AMOUNT	TO DATE AMOUNT	CONTINGENCY BALANCE	RE SIGN.	CONTRACTOR TO FROM	SANBAG (Appr.) TO FROM	SANBAG (Trans.) TO FROM	DATE APPR.	STATUS/REMARKS
14	EXTENSION OF IRRIGATION CROSSOVERS	APLS	0	\$ 3,151.56	\$ 36,596.15	\$ 302,094.39	3/5/2008	3/5/2008 3/17/2008	3/17/2008 3/19/2008	3/17/2008 3/19/2008	3/19/2008	CCO APPROVED
	Approved Copies to:							3/24/2008				
	ITEM OVERRUN**					\$ 15,992.00						
	TOTAL TO DATE >>>>>>>		21	\$ 36,596.15		\$ 292,985.44						

\*CONTINGENCY BUDGET \$ 338,690.54

NOTES: \* Includes Supplemental Funds & SANBAG Furnished Materials

ITEM No.	\$ Overrun	\$ Balance
12	\$ 15,992.00	\$ 15,992.00
		\$ 15,992.00
		\$ 15,992.00
		\$ 15,992.00

Tier 1

CCO Balance Log

CCO NO.	DESCRIPTION	PAY METHOD	TIME EXT.	CCO AMOUNT	TO DATE	CONTINGENCY BALANCE	RE SIGN.	CONTRACTOR		SANBAG (Appr.)		SANBAG (Trans.)		DATE APPR.	STATUS/REMARKS
								TO	FROM	TO	FROM	TO	FROM		
*CONTINGENCY BUDGET \$															
1	Delete Bid Item #121 Field Office Trailer	LS	0	(\$33,000.00)	(\$33,000.00)	\$189,987.00	12/14/2006	12/14/2006	3/12/2008	3/19/2008		3/19/2008		3/19/2008	Approved
	Approved copies to:														
2	Cedar Ave. Conduit Repair	T&M	0	\$4,731.93	(\$29,987.07)	\$187,255.07	1/23/2008	1/23/2008	2/28/2008	3/5/2008	3/19/2008	3/19/2008	3/19/2008	3/6/2008	Approved
	Approved Copies to:														
3	Deleted Phone Services	L.S	0	(\$13,012.89)	\$ (42,999.96)	\$ 200,267.96	1/23/2008	1/23/2008	2/28/2008	3/5/2008	3/19/2008	3/19/2008	3/19/2008	3/6/2008	Approved
	Approved Copies to:														
4	Caltrans added pull boxes and controller foundations	T&M	0	\$5,924.27	\$ (37,075.69)	\$ 194,343.69	1/23/2008	1/23/2008	2/28/2008	3/5/2008	3/19/2008	3/19/2008	3/19/2008	3/6/2008	Approved
	Approved Copies to:														
5	9th and Grove added conduit	T&M	0	\$5,526.99	\$ (31,548.70)	\$ 188,816.70	1/23/2008	1/23/2008	2/28/2008	3/5/2008	3/19/2008	3/19/2008	3/19/2008	3/6/2008	Approved
	Approved Copies to:														
6	Loma Linda Changes	LS		\$4,145.05	\$ (27,403.65)	\$ 184,671.65	2/11/2008	2/11/2008	2/28/2008	3/5/2008	3/19/2008	3/19/2008	3/19/2008	3/6/2008	Approved
	Approved Copies to:														
7	Redlands Changes	LS		\$8,061.50	\$ (19,342.15)	\$ 176,610.15	2/11/2008	2/13/2008	2/28/2008	3/5/2008	3/19/2008	3/19/2008	3/19/2008	3/6/2008	Approved
	Approved Copies to:														
8	Redlands Ave Cable Replacement	T&M		\$1,319.45	\$ (18,022.70)	\$ 175,290.70	2/11/2008	2/13/2008	2/28/2008	3/5/2008	3/19/2008	3/19/2008	3/19/2008	3/6/2008	Approved
	Approved Copies to:														
9				\$ -	\$ (18,022.70)	\$ 175,290.70									
	Approved Copies to:														
10				\$ -	\$ (18,022.70)	\$ 175,290.70									
	Approved Copies to:														
ITEM OVERRUN** \$															
TOTAL TO DATE >>>>>> \$ (16,303.70) \$ (18,022.70)															

NOTES: \* Includes Supplemental Funds & SANBAG Furnished Materials

ITEM No.	\$ Overrun	\$ Balance
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 4

**Date:** April 10, 2008

**Subject:** Amendments to extend the period of performance for two contracts.

**Recommendation:**\* Approve contract amendments to extend period of performance:

CN 98-042-06	Traffic Operations, Inc.	Extend to 12/31/08
CN 98-043-06	Hi-Way Safety, Inc.	Extend to 12/31/08

**Background:** This item amends two on-going contracts that have expired. In order to advance SANBAG's program of designing and building the Measure I Projects, the period of performance for each of these contracts must be extended. The two contracts listed above are for on-call street striping (98-042) and street signage (98-043) services, utilized by SANBAG in connection with the freeway construction program.

**Financial Impact:** No new financial impact to SANBAG is associated with this action.

**Reviewed By:** This item will be reviewed by the Major Projects Committee on April 10, 2008.

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction

*Approved*  
*Major Projects Committee*

*Date:* April 10, 2008

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

**SANBAG Contract No. 98-042-06**

by and between

San Bernardino Associated Governments

and

Traffic Operations, Inc.

for

On-Call Striping Services**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>98-042</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>82,000</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL →****\$ 82,000**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
N/A	N/A	MVPMI	_____	\$ N/A
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>02/04/98</u>	Contract Start: <u>02/04/98</u>	Contract End: <u>12/31/07</u>
New Amend. Approval (Board) Date: <u>05/07/08</u>	Amend. Start: <u>05/07/08</u>	Amend. End: <u>12/31/08</u>

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
-----------------------------	--------------------------------	--	----------

Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 82408If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☐ Non-Local ☒ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes \_\_\_\_\_ %Task Manager: Garry CohoeContract Manager: Herald Lantis

Task Manager Signature

Date

Contract Manager Signature

Date

Anthony R Cordova Actg Mgr 4/3/08  
Chief Financial Officer Signature Date

**SANBAG Contract No. 98-042**

**Amendment No. 6**

**By And Between**

**San Bernardino Associated Governments**

**And**

**Traffic Operations, Inc.**

**For**

**On-Call Striping Services**

This AMENDMENT No. 6 to SANBAG Contract No. 98-042 entered into as of this 7th day of May 2008, by Traffic Operations, Inc. (hereafter called CONSULTANT) and San Bernardino Associated Governments (hereafter called SANBAG):

WHEREAS, SANBAG, under SANBAG Contract No. 98-042 has engaged the services of CONSULTANT to provide On-Call Striping Services and,

WHEREAS, additional time is needed to complete the project,

NOW THEREFORE, the parties do mutually agree to amend Contract No. 98-042 as follows:

1. Extend the completion date of this contract to December 31, 2008.
2. All other provisions and terms of this contract shall remain the same.

IN WITNESS THEREOF, the authorized parties have below signed:

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Lawrence E. Dale, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

**Traffic Operations, Inc.**

By: \_\_\_\_\_  
Michael Izzi, Jr.  
President

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Jean-Rene Basle, SANBAG Counsel

Date: \_\_\_\_\_

**SANBAG Contract No. 98-043-06**

by and between

San Bernardino Associated Governments

and

Hi-Way Safety, Inc.

for

On-Call Signing Services**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>98-043</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>65,000</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL →****\$ 65,000**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
N/A	N/A	MVPMI	_____	\$ N/A
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date:	<u>02/04/98</u>	Contract Start:	<u>02/04/98</u>	Contract End:	<u>12/31/07</u>
New Amend. Approval (Board) Date:	<u>05/07/08</u>	Amend. Start:	<u>05/07/08</u>	Amend. End:	<u>12/31/08</u>

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 82408If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☐ Non-Local ☒ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes \_\_\_\_\_ %Task Manager: Garry CohoeContract Manager: Herald Lantis

Task Manager Signature

Date

Contract Manager Signature

Date

Cynthia A. Cordova, Acting Mgr. 4/3/08  
 Chief Financial Officer Signature Date



**SANBAG Contract No. 98-043**

**Amendment No. 6**

**By And Between**

**San Bernardino Associated Governments**

**And**

**Hi-Way Safety, Inc.**

**For**

**On-Call Signing Services**

This AMENDMENT No. 6 to SANBAG Contract No. 98-043 entered into as of this 7th day of May 2008, by Traffic Operations, Inc. (hereafter called CONSULTANT) and San Bernardino Associated Governments (hereafter called SANBAG):

WHEREAS, SANBAG, under SANBAG Contract No. 98-043 has engaged the services of CONSULTANT to provide On-Call Signing Services and,

WHEREAS, additional time is needed to complete the project,

NOW, THEREFORE, the parties do mutually agree to amend Contract No. 98-043 as follows:

1. Extend the completion date of this contract to December 31, 2008.
2. All other provisions and terms of this contract shall remain the same.

IN WITNESS THEREOF, the authorized parties have below signed:

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Lawrence E. Dale, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

**Hi-Way Safety, Inc.**

By: \_\_\_\_\_  
Gary C. Myers,  
President

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Jean-Rene Basle,  
SANBAG Counsel

Date: \_\_\_\_\_

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 5

**Date:** April 10, 2008

**Subject:** Amendment No. 2 to Contract No. 03-029 with William and Yvonne Cheesman for I-10 Construction field office space.

**Recommendation:**\* Approve Amendment No. 2 to Contract No. 03-029 with William and Yvonne Cheesman extending by one and a half years the existing lease for construction field office space for Interstate 10 East projects under existing terms. Total cost for this lease extension is \$63,644.

**Background:** This is an amendment to an existing lease. In December 2002, the Board approved Contract No. 03-029, a 3-year lease for field office space for the Interstate 10 east projects, with William and Yvonne Cheesman. In February 2006, the Board approved Amendment No. 1 to extend the original lease through April 2008. The office is located immediately adjacent to the I-10/Live Oak Interchange and is approximately 3,750 square feet, on approximately 1 acre of land.

The I-10/Live Oak Interchange construction is scheduled to be completed in late 2009, therefore the lease on the office space needs to be extended. This amendment extends the lease through October 2009. The property owner has agreed to the terms of the existing lease which has a current lease rate of \$3,479 per month, increasing 3% annually.

**Financial Impact:** Funds for this item are included in the current budget under Task Number 86008.

**Reviewed By:** This item will be reviewed by the Major Projects Committee on April 10, 2008.

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction

\*

*Approved*  
Major Projects Committee

Date: April 10, 2008

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: \_\_\_\_\_

**SANBAG Contract No. 03-029-02**  
by and between  
**San Bernardino Associated Governments**  
and  
**William and Yvonne Cheesman**  
for  
**Lease of Real Property**

**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>03-029</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract:      \$ <u>112,272</u>	Previous Amendments Total:      \$ <u>100,710</u>
	Previous Amendments Contingency Total:      \$ _____
Contingency Amount:      \$ _____	Current Amendment:      \$ <u>63,644</u>
	Current Amendment Contingency:      \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL →** **\$ 276,626**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>86008</u>	<u>5535</u>	<u>MVPMI</u>	_____	\$ <u>0</u>
<u>86009</u>	<u>5535</u>	<u>MVPMI</u>	_____	\$ <u>42,359</u>
<u>86010</u>	<u>5535</u>	<u>MVPMI</u>	_____	\$ <u>21,285</u>
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>12/04/02</u>	Contract Start: <u>12/04/02</u>	Contract End: <u>10/31/05</u>
New Amend. Approval (Board) Date: <u>05/07/08</u>	Amend. Start: <u>05/07/08</u>	Amend. End: <u>10/31/09</u>

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: <u>07/08</u> \$ <u>0</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>63,644</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ No  
If yes, which Task includes budget authority? 86008  
If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT**

**Please mark an "X" next to all that apply:**

☐ Intergovernmental    ☒ Private    ☐ Non-Local    ☒ Local    ☐ Partly Local

Disadvantaged Business Enterprise: ☒ No    ☐ Yes \_\_\_\_\_ %

Task Manager: **Garry Cohoe**

Contract Manager: **Herald Lantis**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

**SANBAG Contract No. 03-029**

**Amendment No. 2**

**By And Between**

**San Bernardino Associated Governments**

**And**

**William and Yvonne Cheesman**

**For**

**Lease of Real Property**

Whereas, SANBAG Contract No. 03-029 was entered into between San Bernardino Associated Governments, and William and Yvonne Cheesman on November 1, 2002 for lease of real property in Redlands, California; and

WHEREAS, additional time is needed for lease of property,

NOW, THEREFORE, the parties do mutually agree to amend Contract No. 03-029 as follows:

1. This paragraph supersedes item 3 of the Lease Agreement to read:  
TERM: This is an Eighty-four (84) month Lease commencing on November 1, 2002 and ending on October 31, 2009.
2. All other provisions and terms of this contract shall remain the same.

IN WITNESS THEREOF, the authorized parties have below signed:

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Lawrence E. Dale, President  
SANBAG Board of Directors

By: \_\_\_\_\_  
William Cheesman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Jean-Rene Basle,  
SANBAG Counsel

Date: \_\_\_\_\_

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 6

**Date:** April 10, 2008

**Subject:** Request for Qualifications (RFQ) No. 08-183 for State Route 210/Interstate 215 Construction Management.

**Recommendation:\*** Authorize staff to release Request for Qualifications (RFQ) No. 08-183 for State Route 210/Interstate 215 Construction Management.

**Background:** This action will lead to the award of a new consultant contract for construction related services. In 1999 through a competitive selection process, PBQ&D was selected to provide final design services for the State Route 210 Segment 11 project, the easterly most segment of the new SR 210 freeway and the segment that includes the SR 210 Freeway to Interstate 215 Freeway interchange (Contract 99-030). Two of the three distinct projects within Segment 11, the early bridge and soundwall project and the SR 210 Mainline project have been constructed. The remaining project is known as Contract 3 and includes the high speed freeway to freeway connectors to I-215 and is in the last phases of final design.

In 2003 through a competitive selection process, DMJM+Harris was selected to provide final design services for the Interstate 215 Segment 5 (Contract No. 04-008). The project is in the last phases of final design.

\*

*Approved*  
*Major Projects Committee*

*Date:* April 10, 2008

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

At its May 2007 meeting, the Board authorized combining SR-210 Segment 11 Contract 3 with I-215 Segment 5 into a single Plan, Specification and Estimate (PS&E) package. The PS&E packages are being combined and the combined project is nearing the stage where it can be advertised. The target is to start construction prior to June 2009.

As SANBAG proceeds to the construction phase of this project it is first necessary to secure the services of a full service construction management team to provide construction management, materials testing, and construction surveying. The first order of work for the selected consultant will be to provide an independent constructability review of the PS&E prior to the project being advertised.

Staff will provide a RFQ and scope of work for a full service construction management team as part of the agenda item for the May 2008 Board meeting. The RFQ is SANBAG's "boiler plate" RFQ with language similar to that used in previous SANBAG issued RFQs.

- Financial Impact:*** No new financial impact with this action.
- Reviewed By:*** This item will be reviewed by the Major Projects Committee on April 10, 2008.
- Responsible Staff:*** Garry Cohoe, Director of Freeway Construction



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 7

**Date:** April 10, 2008

**Subject:** Design (PS&E) Cooperative Agreement Nos. 08-053 and 08-055 with the County of San Bernardino and the City of Fontana for the Interstate-10/Citrus Avenue and Interstate-10/Cherry Avenue Interchange Projects.

**Recommendation:\*** Approve Cooperative Agreement Nos. 08-053 and 08-055 with the County of San Bernardino and the City of Fontana for the Interstate-10/Citrus Avenue and Interstate-10/Cherry Avenue Interchange Projects design activities.

**Background:** These are new cooperative agreements. Over the last several years, the City of Fontana has made steady progress on project development work that would lead to the reconstruction of the I-10/Citrus Avenue Interchange. The environmental document and preliminary engineering is scheduled for approval by mid 2008. Similarly, the County of San Bernardino has made steady progress on project development activities for the I-10 Cherry Avenue Interchange with preliminary engineering and environmental document scheduled for approval by end of 2008. The next phase of work for both interchanges is final design which is expected to take 18-24 months. As described by the subject co-operative agreements, the final design costs will be funded by the County and the City. A separate reimbursement agreement will be developed to cover SANBAG's share of the interchange costs as defined by the interchange nexus study.

\*

*Approved  
Major Projects Committee*

*Date:* April 10, 2008

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

In October 2007, the Board authorized SANBAG to take the lead of these projects and to issue a RFQ for consultant selection for final design services. In February 2008, the Board approved the contract with the selected consultant. The notice to proceed will be issued to the consultant upon Board approval of the subject cooperative agreements.

These cooperative agreements only incorporate final design (PS&E) activities and acknowledge the need for a future right of way and construction cooperative agreements, in addition to the reimbursement agreement mentioned previously.

***Financial Impact:*** The costs associated with this task are included in the current budget under Task Number 82608000.

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on April 10, 2008. SANBAG Counsel has reviewed and approved these agreements as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

**SANBAG Contract No. 08-053**

by and between

San Bernardino County Transportation Authority

and

The County of San Bernardino and City of Fontana

for

I-10/Citrus Avenue Interchange Design Cooperative Agreement**FOR ACCOUNTING PURPOSES ONLY**

<input type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input checked="" type="checkbox"/> Receivable	Vendor ID <u>SBCO/FONT CI</u>	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

**Notes:**

Original Contract:	\$ <u>3,869,157</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ <u>65,580</u>	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 3,934,737**

↓ Please include funding allocation for the original contract or the amendment.

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>82608002</u>	<u>6010</u>	<u>Local SBCO</u>	<u>82602</u>	<u>\$ 39,347</u>
<u>82608002</u>	<u>6010</u>	<u>Local FONT CI</u>	<u>82602</u>	<u>\$ 3,895,390</u>
_____	_____	_____	_____	<u>\$ _____</u>
_____	_____	_____	_____	<u>\$ _____</u>

Original Board Approved Contract Date: 05/07/08 Contract Start: 05/07/08 Contract End: 12/31/14  
 New Amend. Approval (Board) Date: \_\_\_\_\_ Amend. Start: \_\_\_\_\_ Amend. End: \_\_\_\_\_

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

<b>Approved Budget Authority →</b>	Fiscal Year: <u>07/08</u>	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	<u>\$ 3,184,737</u>
	<u>\$ 750,000</u>		

Is this consistent with the adopted budget? ☒ Yes ☐ No  
 If yes, which Task includes budget authority? 82608000  
 If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☐ No ☐ Yes \_\_\_\_\_ %Task Manager: Garry CohoeContract Manager: Abunnasr Husain

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C08053 Contract Summary Sheet-ash.docx

COOPERATIVE AGREEMENT NO. C08053

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY,  
THE COUNTY OF SAN BERNARDINO AND THE CITY OF FONTANA  
FOR THE  
I-10/CITRUS AVENUE INTERCHANGE IMPROVEMENTS PROJECT

**IT IS HEREBY AGREED AS FOLLOWS:**

WITNESSETH

WHEREAS, the San Bernardino County Transportation Authority (hereinafter "AUTHORITY"), the City of FONTANA (hereinafter "CITY"), and the County of San Bernardino (hereinafter "COUNTY") desire to cooperate and jointly participate in a project to prepare Plans, Specifications and Estimate (PS&E) for I-10/Citrus Avenue Interchange Improvements, hereinafter referred to as "PROJECT; and

WHEREAS, PROJECT is located in the City of Fontana and in the County of San Bernardino; and

WHEREAS, PROJECT will be combined with I-10/Cherry Interchange Improvements and I-10 Auxiliary Lanes Addition between Etiwanda and Riverside Avenues projects, hereinafter referred to as "COMBINED PROJECT", for construction; and

WHEREAS, the estimated cost of PS&E for PROJECT is \$3.9 million;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

**1.0 AUTHORITY AGREES TO:**

- 1.1 AUTHORITY will act as the lead agency and single point of contact for managing the PROJECT as part of COMBINED PROJECT and interface with State of California, Department of Transportation (STATE) and other federal, state, local, and resource agencies as necessary.
- 1.2 AUTHORITY will issue Request for Qualifications (RFQ), conduct interviews, and select a consultant to prepare the PS&E and contract documents. COUNTY and CITY will participate in and monitor the consultant selection process.
- 1.3 Consultant will be under direct contract with the AUTHORITY and AUTHORITY will regularly review Consultant compliance with scope of work and performance schedule.

- 1.4 AUTHORITY will review and verify consultant costs and will invoice COUNTY and CITY within 10 days of payment of consultant invoice by AUTHORITY.

## 2.0 COUNTY AGREES TO:

- 2.1 COUNTY agrees to fund 1% of the actual PS&E cost incurred by AUTHORITY for PROJECT including, but not limited to, costs incurred for the preparation of all contract documents necessary for construction, except for AUTHORITY staffing costs.
- 2.2 COUNTY shall reimburse AUTHORITY within 30 days of receipt of invoice from AUTHORITY.
- 2.3 A separate Cooperative Agreement will be required to cover responsibilities and funding for the right-of-way and construction phases of COMBINED PROJECT including necessary service fees during construction.

## 3.0 CITY AGREES TO:

- 3.1 CITY agrees to fund 99% of the actual PS&E cost incurred by AUTHORITY for PROJECT, including, but not limited to, costs incurred for the preparation of all contract documents necessary for construction, except for AUTHORITY staffing costs.
- 3.2 CITY shall reimburse AUTHORITY within 30 days of receipt of invoice from AUTHORITY.
- 3.3 A separate Cooperative Agreement will be required to cover responsibilities and funding for the right-of-way and construction phases of COMBINED PROJECT including necessary service fees during construction.
- 3.4 CITY will enter into a PS&E Cooperative Agreement with STATE.

## 4.0 IT IS MUTUALLY AGREED:

- 4.1 Separate Agreements will be required to cover AUTHORITY share, to be funded with Measure I 2010-2040 Interchange Program funds and any State and Federal fund grants received for PROJECT, of the actual PS&E costs incurred by COUNTY and CITY.
- 4.2 COUNTY, CITY and AUTHORITY will participate in monthly Project Development Team (PDT) meetings during the PS&E phase.
- 4.3 AUTHORITY's Executive Director shall have full authority to exercise AUTHORITY's rights under this Agreement.
- 4.4 CITY shall indemnify and hold harmless the COUNTY and AUTHORITY, their officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of CITY, its officers, employees, agents or volunteers in connection with CITY's performance of its obligations under this Agreement.
- 4.5 COUNTY shall indemnify and hold harmless the CITY and AUTHORITY, their officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of COUNTY, its officers, employees, agents or volunteers in connection with COUNTY's performance of its obligations under this Agreement.
- 4.6 AUTHORITY shall indemnify and hold harmless the COUNTY and CITY, their officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of AUTHORITY,

- its officers, employees, agents or volunteers in connection with AUTHORITY's performance of its obligations under this Agreement.
- 4.7 In the event the COUNTY and/or the CITY and/or AUTHORITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or CITY and/or AUTHORITY shall indemnify the other to the extent of its comparative fault. Furthermore, if the COUNTY or CITY or AUTHORITY attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the COUNTY and CITY and AUTHORITY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 4.8 COUNTY and CITY are wholly or partially self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of COUNTY and CITY's performance of this Agreement.
- 4.9 If either COUNTY or CITY or AUTHORITY request additional work that is beyond the scope of the original PROJECT, and not considered by all parties to be a necessary part of the PROJECT, said work, if approved by all parties, will be paid solely by the agency requesting the work, unless all parties agree to allocate the cost in accordance with the percentage allocation provided in the SANBAG Nexus Study, or in some other mutually acceptable manner.
- 4.10 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 4.11 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between COUNTY, CITY and AUTHORITY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court in the County of San Bernardino, California.
- 4.12 Time is of the essence for each and every provision of this Agreement.
- 4.13 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any Party. Any term referencing time, days or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 4.14 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 4.15 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.
- 4.16 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 4.17 This Agreement sets forth the complete understanding between the parties and no other representations or understandings shall govern the relationship between the parties.
- 4.18 If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys'

fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Articles 4.4 through 4.7, concerning indemnification.

- 4.19 The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.
- 4.20 Each party shall, at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect its usual programs of insurance and/or self insurance as may be required.
- 4.21 This agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
- 4.22 Except with respect to the Parties' operation, maintenance and indemnification obligations contained herein and except Article 4.23 above, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the COUNTY and CITY for its share of the PROJECT, or on December 31, 2014, whichever is earlier in time.

Signatures are on the following page.

**COUNTY OF SAN BERNARDINO**

By: \_\_\_\_\_  
Paul Biane, Chairman COUNTY Board of  
Supervisors

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
COUNTY Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
COUNTY Attorney

Date: \_\_\_\_\_

**CITY OF FONTANA**

By: \_\_\_\_\_  
Mark Nuaimi, CITY Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
CITY Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
CITY Attorney

Date: \_\_\_\_\_

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Lawrence E. Dale, AUTHORITY President

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Vicki Watson, AUTHORITY Secretary

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jean-Rene Basle, AUTHORITY Counsel

Date: \_\_\_\_\_



**SANBAG Contract No. 08-055**

by and between

San Bernardino County Transportation Authority

and

The County of San Bernardino and City of Fontana

for

I-10/Cherry Avenue Interchange Design Cooperative Agreement**FOR ACCOUNTING PURPOSES ONLY**☐ Payable

Vendor Contract # \_\_\_\_\_

Retention:

☒ Original☒ ReceivableVendor ID SBCO/FONT CI☐ Yes \_\_\_\_\_ % ☒ No☐ Amendment

Notes:

Original Contract: \$ 4,980,840

Previous Amendments Total: \$ \_\_\_\_\_

Previous Amendments Contingency Total: \$ \_\_\_\_\_

Contingency Amount: \$ 84,423

Current Amendment: \$ \_\_\_\_\_

Current Amendment Contingency: \$ \_\_\_\_\_

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 5,065,263**

↓ Please include funding allocation for the original contract or the amendment.

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>82608001</u>	<u>6010</u>	<u>Local SBCO</u>	<u>82601</u>	<u>\$ 3,241,768</u>
<u>82608001</u>	<u>6010</u>	<u>Local FONT CI</u>	<u>82601</u>	<u>\$ 1,823,495</u>
_____	_____	_____	_____	<u>\$ _____</u>
_____	_____	_____	_____	<u>\$ _____</u>

Original Board Approved Contract Date: 05/07/08 Contract Start: 05/07/08 Contract End: 12/31/14

New Amend. Approval (Board) Date: \_\_\_\_\_ Amend. Start: \_\_\_\_\_ Amend. End: \_\_\_\_\_

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:****Approved Budget Authority →**Fiscal Year: 07/08\$ 750,000**Future Fiscal Year(s) –****Unbudgeted Obligation → \$ 4,315,263**Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 82608000If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☒ Intergovernmental☐ Private☐ Non-Local☐ Local☐ Partly LocalDisadvantaged Business Enterprise: ☐ No ☐ Yes \_\_\_\_\_ %Task Manager: **Garry Cohoe**Contract Manager: **Abunnasr Husain**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C08055 Contract Summary Sheet-ash.docx

COOPERATIVE AGREEMENT NO. C08055

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY,  
THE COUNTY OF SAN BERNARDINO AND THE CITY OF FONTANA  
FOR THE  
I-10/CHERRY AVENUE INTERCHANGE IMPROVEMENTS PROJECT

**IT IS HEREBY AGREED AS FOLLOWS:**

WITNESSETH

WHEREAS, the San Bernardino County Transportation Authority (hereinafter "AUTHORITY"), the City of FONTANA (hereinafter "CITY"), and the County of San Bernardino (hereinafter "COUNTY") desire to cooperate and jointly participate in a project to prepare Plans, Specifications and Estimate (PS&E) for I-10/Cherry Avenue Interchange Improvements, hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is located in the City of Fontana and in the County of San Bernardino; and

WHEREAS, PROJECT will be combined with I-10/Citrus Interchange Improvements and I-10 Auxiliary Lanes Addition between Etiwanda and Riverside Avenues projects, hereinafter referred to as "COMBINED PROJECT", for construction; and

WHEREAS, the estimated cost of PS&E for PROJECT is \$5.1 million;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

**1.0 AUTHORITY AGREES TO:**

- 1.1 AUTHORITY will act as the lead agency and single point of contact for managing the PROJECT as part of COMBINED PROJECT and interface with State of California, Department of Transportation (STATE) and other federal, state, local, and resource agencies as necessary.
- 1.2 AUTHORITY will issue Request for Qualifications (RFQ), conduct interviews, and select a consultant to prepare the PS&E and contract documents. COUNTY and CITY will participate in and monitor the consultant selection process.
- 1.3 Consultant will be under direct contract with the AUTHORITY and AUTHORITY will regularly review Consultant compliance with scope of work and performance schedule.

- 1.4 AUTHORITY will review and verify consultant costs and will invoice COUNTY and CITY within 10 days of payment of consultant invoice by AUTHORITY.

## 2.0 COUNTY AGREES TO:

- 2.1 COUNTY agrees to fund 64% of the actual PS&E cost incurred by AUTHORITY for PROJECT including, but not limited to, costs incurred for the preparation of all contract documents necessary for construction, except for AUTHORITY staffing costs.
- 2.2 COUNTY shall reimburse AUTHORITY within 30 days of receipt of invoice from AUTHORITY.
- 2.3 A separate Cooperative Agreement will be required to cover responsibilities and funding for the right-of-way and construction phases of COMBINED PROJECT including necessary service fees during construction.
- 2.4 COUNTY will enter into a PS&E Cooperative Agreement with STATE.

## 3.0 CITY AGREES TO:

- 3.1 CITY agrees to fund 36% of the actual PS&E cost incurred by AUTHORITY for PROJECT, including, but not limited to, costs incurred for the preparation of all contract documents necessary for construction, except for AUTHORITY staffing costs.
- 3.2 CITY shall reimburse AUTHORITY within 30 days of receipt of invoice from AUTHORITY.
- 3.3 A separate Cooperative Agreement will be required to cover responsibilities and funding for the right-of-way and construction phases of COMBINED PROJECT including necessary service fees during construction.

## 4.0 IT IS MUTUALLY AGREED:

- 4.1 Separate Agreements will be required to cover AUTHORITY share, to be funded with Measure I 2010-2040 Interchange Program funds and any State and Federal fund grants received for PROJECT, of the actual PS&E costs incurred by COUNTY and CITY.
- 4.2 COUNTY, CITY and AUTHORITY will participate in monthly Project Development Team (PDT) meetings during the PS&E phase.
- 4.3 AUTHORITY's Executive Director shall have full authority to exercise AUTHORITY's rights under this Agreement.
- 4.4 CITY shall indemnify and hold harmless the COUNTY and AUTHORITY, their officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of CITY, its officers, employees, agents or volunteers in connection with CITY's performance of its obligations under this Agreement.
- 4.5 COUNTY shall indemnify and hold harmless the CITY and AUTHORITY, their officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of COUNTY, its officers, employees, agents or volunteers in connection with COUNTY's performance of its obligations under this Agreement.
- 4.6 AUTHORITY shall indemnify and hold harmless the COUNTY and CITY, their officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of AUTHORITY,

- its officers, employees, agents or volunteers in connection with AUTHORITY's performance of its obligations under this Agreement.
- 4.7 In the event the COUNTY and/or the CITY and/or AUTHORITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or CITY and/or AUTHORITY shall indemnify the other to the extent of its comparative fault. Furthermore, if the COUNTY or CITY or AUTHORITY attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the COUNTY and CITY and AUTHORITY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 4.8 COUNTY and CITY are wholly or partially self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of COUNTY and CITY's performance of this Agreement.
- 4.9 If either COUNTY or CITY or AUTHORITY request additional work that is beyond the scope of the original PROJECT, and not considered by all parties to be a necessary part of the PROJECT, said work, if approved by all parties, will be paid solely by the agency requesting the work, unless all parties agree to allocate the cost in accordance with the percentage allocation provided in the SANBAG Nexus Study, or in some other mutually acceptable manner.
- 4.10 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 4.11 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between COUNTY, CITY and AUTHORITY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court in the County of San Bernardino, California.
- 4.12 Time is of the essence for each and every provision of this Agreement.
- 4.13 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any Party. Any term referencing time, days or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 4.14 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 4.15 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.
- 4.16 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 4.17 This Agreement sets forth the complete understanding between the parties and no other representations or understandings shall govern the relationship between the parties.
- 4.18 If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys'

fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Articles 4.4 through 4.7, concerning indemnification.

- 4.19 The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.
- 4.20 Each party shall, at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect its usual programs of insurance and/or self insurance as may be required.
- 4.21 This agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
- 4.22 Except with respect to the Parties' operation, maintenance and indemnification obligations contained herein and except Article 4.23 above, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the COUNTY and CITY for its share of the PROJECT, or on December 31, 2014, whichever is earlier in time.

Signatures are on the following page.

**COUNTY OF SAN BERNARDINO**

By: \_\_\_\_\_  
Paul Biane, Chairman COUNTY Board of  
Supervisors

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
COUNTY Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
COUNTY Attorney

Date: \_\_\_\_\_

**CITY OF FONTANA**

By: \_\_\_\_\_  
Mark Nuaimi, CITY Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
CITY Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
CITY Attorney

Date: \_\_\_\_\_

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Lawrence E. Dale, AUTHORITY President

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Vicki Watson, AUTHORITY Secretary

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jean-Rene Basle, AUTHORITY Counsel

Date: \_\_\_\_\_

## *Minute Action*

AGENDA ITEM: 8

**Date:** April 10, 2008

**Subject:** Major Projects Quarterly Project Status Briefing

**Recommendation:\*** Receive the Major Projects Project Status Briefing.

**Background:** The Major Projects, Quarterly Project Status Briefing report for the period of January 2008 through March 2008 is a high level summary of relevant project information. SANBAG staff would like to highlight the following for this period.

1. The **SR-210 Freeway Extension (Segments 9, 10, 11)** construction project achieved a major milestone when Caltrans signed off on the 100% completion notice in March 2008. Punch list items are being completed under the segment 11 early contract and are anticipated to be completed by the end of April 2008.
2. The **I-215 Widening – “Early” (5<sup>th</sup> Street Bridge)** construction project which will replace the existing 5<sup>th</sup> Street bridge is on schedule. The first of two bridge structures is complete and was opened to traffic in January 2008. The existing bridge has been demolished clearing the way for the second bridge structure to be constructed.
3. The **State Street/University Parkway and BNSF Railroad** grade separation construction project which will allow uninterrupted traffic flow over both the BNSF railway tracks and Cajon Boulevard by means of a new bridge is on schedule. All bridge foundations and supporting structure work is completed.

\*

*Approved*  
*Major Projects Committee*

*Date:* April 10, 2008

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

On March 20<sup>th</sup> the project completed an initial placement of nearly 2000 cubic yards of concrete for the bridge structure.

3. In January 2008 SANBAG staff received authorization from the SANBAG board to proceed with three grade separation projects located at Valley, Main and Palm; concurrently SANBAG applied for Trade Corridor Improvement Funds (TCIF) for use on these projects. SANBAG has solicited Request for Qualifications from the consultant community resulting in fourteen firms submitting Statement of Qualifications.
4. The **I-215 Widening – South San Bernardino** construction project which will add one HOV and one general purpose lane between approximately Rialto Avenue and Orange Show Road is underway. Currently, site clearing activities as well as utility and drainage facility installation are ongoing. This construction effort is the first segment of the major I-215 widening project that extends from the junction of I-215/SR-210 to approximately Orange Show Road.
6. The **I-215 Widening – Central San Bernardino** project which extends from approximately Rialto Avenue to approximately Massachusetts Avenue accomplished a significant milestone with the submittal of the 95% design plans in January, 2008.

Each quarter the Major Projects, Quarterly Project Status Briefing report will be updated in an effort to provide project status and visibility of SANBAG's infrastructure investment to the Board.

**Financial Impact:** No financial impact, information only. The work performed to prepare the Briefing report is one of the activities assigned to SANBAG's program management consultant, Fluor Enterprises, Inc.

**Reviewed By:** This item will be reviewed by the Major Projects Committee on April 10, 2008.

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction



- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 9

**Date:** April 10, 2008

**Subject:** Amendment No. 1 to Construction Support Services Contract No. 07-008 with DMJM+Harris, Inc. for additional money.

**Recommendation:** \* Approve Amendment No. 1 to Contract 07-008 with DMJM+Harris Inc for additional money for the Construction Support Service for I-215 5th Street Overcrossing in the amount of \$50,000.

**Background:** This action is an amendment to a current consultant services contract. DMJM+Harris, Inc. was the design consultant responsible for producing the construction bid package for the 5<sup>th</sup> Street / I-215 interchange project, and in July of 2006 they were awarded the contract to supply design support services during the construction of that project.

Because of the dynamic nature of construction operations, construction support services as provided by the design consultant varies. As of January of 2008, they have expended approximately 70 % of their contract funds responding to "request for information" (RFIs), reviewing shop drawings, generating change orders and working with the contractor to improve construction operations. It is now necessary to add additional budget to the original contract for the remainder of the construction support work and for contract close out. However, some of these costs associated with construction support services are offset by savings in construction costs and the shortening of construction schedules.

\*

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*Approved*  
*Major Projects Committee*

*Date:* April 10, 2008

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

Major Projects Agenda Item  
April 10, 2008  
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***Financial Impact:*** No new financial impact to SANBAG is associated with this action.

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on April 10, 2008

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

**SANBAG Contract No. 07-008-01**

by and between

San Bernardino County Transportation Authority

and

DMJM+Harris, Inc.

for

Construction Support Services for I-215 5<sup>th</sup> Street Overcrossing**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>100,000</u>	Previous Amendments Total:	\$ <u>0</u>
Contingency Amount:	\$ <u>0</u>	Previous Amendments Contingency Total:	\$ <u>0</u>
		Current Amendment:	\$ <u>50,000</u>
		Current Amendment Contingency:	\$ <u>0</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 150,000**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
83809000	5553	Meas. I Valley Major Projects	_____	\$ <u>50,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 07/05/06 Contract Start: 07/05/06 Contract End: 07/05/10New Amend. Approval (Board) Date: 05/07/08 Amend. Start: 05/07/08 Amend. End: 07/05/10**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

<b>Approved Budget Authority →</b>	Fiscal Year: <u>08/09</u> \$ <u>50,000</u>	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	\$ <u>0</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? \_\_\_\_\_

If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☐ Private ☐ Non-Local ☒ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes \_\_\_\_\_ %Task Manager: Garry CohoeContract Manager: Andrea Nieto

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

**SANBAG Contract No. 07-008**

**Amendment No. 1**

**AGREEMENT BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**And**

**DMJM+HARRIS, Inc.**

**For**

**Construction Support Services for I-215 5<sup>th</sup> Street Overcrossing**

This AMENDMENT No. 1 to CONTRACT No. 07-008 entered into as of this 7th day of May of 2008 by the firm of DMJM+HARRIS, Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called SANBAG):

**WITNESSETH:**

WHEREAS, SANBAG, under SANBAG Contract 07-008, has engaged the services of CONSULTANT to provide construction support services for I-215 5<sup>th</sup> Street Overcrossing;

WHEREAS, the parties desire to amend the aforesaid contract; and,

NOW, THEREFORE, the parties do mutually agree to amend Contract No. 07-008 as follows:

1. The not to exceed amount of the contract shall be increased by \$ 50,000.00. The amended total contract not to exceed amount shall be \$ 150,000.00.
2. Except as amended by this amendment, all other provisions and terms of Contract No. 07-008 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Lawrence E. Dale, President  
SANBAG Board of Directors

By: \_\_\_\_\_  
Victor Martinez  
DMJM+HARRIS, Inc Vice-President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Jean-Rene Basle,  
SANBAG Counsel

Date: \_\_\_\_\_

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 10

**Date:** April 10, 2008

**Subject:** Right of Way funding for Interstate 215 (I-215) Segments 1, 2, and 3

**Recommendation:\*** Approve programming \$26 million in new Measure I funding for use on I-215 Segments 1, 2, and 3 for right of way work, including utilities, and \$25 million in reallocated Regional Improvement Program (RIP) funding from Segments 1 and 2 construction to right of way. TN 83608000.

**Background:** This is a request for additional project funding using Measure I Valley Major Projects funding for use on I-215 Segments 1, 2, and 3 right of way work. SANBAG and Caltrans have been working collaboratively on the I-215 North corridor with each agency performing various functions. For the right of way work, Caltrans is performing all the acquisition and utility relocation work. The cost estimates for this work are provided by Caltrans based on their review of the right of way requirement plans, the utility plans which identify required relocations, and their actual appraisal and acquisition work. As this work proceeds, appraisals are completed, settlements are made through negotiation or the condemnation process, and estimated costs are updated. Since November, 2005, the cost estimates from Caltrans for right of way acquisition and utility relocation work have almost doubled from around \$91 million to \$176 million. Currently there is \$108 million programmed for right of way, leaving a shortfall of \$68 million.

*Approved*  
*Major Projects Committee*

*Date:* April 10, 2008

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

It needs to be noted that the \$176 million is a reasonable estimate, not the worst case, to complete the right of way work on these segments of I-215. Caltrans and SANBAG staff agreed that it was prudent to program the reasonable estimate so as not to tie up much needed transportation dollars for the unknown. Over-programming funds create the risk that the dollars may not be spent and may not be returned to San Bernardino County. It should also be noted that there is a potential that additional funds may need to be programmed in the future depending on what actual costs materialize as the project moves forward.

The right of way costs have increased for several reasons. Some preliminary cost estimates for businesses were made based on outside visual evaluation of parcels. In some cases, once the formal appraisals were made and the impacts to the operations and equipment of businesses were evaluated, the cost estimates for acquisition and relocations for these properties increased dramatically. As Segment 3 has advanced into construction, parcels on Segment 3 that had been acquired through the condemnation process are now working through the courts towards settlements. Some of these settlements have greatly surpassed the initial offers. These actual costs have increased the total cost estimate, and based on the nature of these settlements, have led to substantial increases in estimated costs for acquiring the larger remaining businesses. Another source of increased costs is due to additional utility relocation costs. Based on the actual cost increases realized in the Segment 3 utility relocations currently underway, the cost estimate for the work to be done on Segments 1 and 2 has risen dramatically.

The Major Projects Committee in February approved moving savings of \$17.7 million from the Segment 3 construction cost to Segment 3 right of way. Moving the funds requires an amendment to the existing cooperative agreements between Caltrans and SANBAG. Once Caltrans gives the final concurrence on the agreement language, the item will be taken forward to the Board for approval. With the addition of the \$17.7 million, a shortfall of \$51 million still exists.

Even with the "best estimate" of \$176 million, over \$20 million is for estimated contingencies to cover settlements on properties that go through the condemnation process. These funds are above the appraised values of the properties and are the most uncertain. For this reason, and to minimize the potential of programming State funds that may not be needed and may not be returned to our County, staff proposes programming up to \$26 million of Measure I funds. The additional Measure funds will only be utilized after the State and Federal funds are expended. Since the Measure I funds will most likely only be needed for condemnation settlements, they will not actually be expended until the later years, and probably after construction on Segments 1 and 2 has commenced. To meet

State funding requirements that a phase of a project needs to be fully funded, the Measure I funds need to be programmed now. With the programming of the \$26 million of Measure I funds, a shortfall of \$25 million remains.

It is proposed that the remaining \$25 million come from reprogramming RIP funds from Segments 1 and 2 construction to right of way. These RIP funds are from the State Transportation Improvement Program (STIP) funding. The programmed funding level for Segments 1 and 2 construction was made prior to the bid opening of Segment 3 and the 95% estimate developed by the design consultant. Current construction cost estimates show that the construction programmed amount is \$25 million over the estimate. Again, this is a "reasonable estimate" and there is the potential that the bids may come in higher and would need to be addressed prior to awarding the contract.

***Financial Impact:*** The estimated additional costs for condemnation settlements and some property and utility cost increases will occur over the next several years and would be funded from \$26 million in added Measure I Valley Major projects funding and \$25 million in reprogrammed RIP funding. TN 83808000.

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on April 10, 2008.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction



## *Minute Action*

AGENDA ITEM: 11

**Date:** April 10, 2008

**Subject:** Project Advancement Agreement Repayment

**Recommendation:**\* Receive information on potential strategies for the repayment of Measure I 2010-2040 Project Advancement Agreements

**Background:** Following the passage of Measure I 2010-2040 in November 2004, several member agencies indicated an interest in advancing shelf-ready or near-shelf-ready freeway interchange, overcrossing, or arterial projects consistent with the new Expenditure Plan. After several months of consideration, a strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to 2010 was approved by the SANBAG Board in December 2005, with the model interagency Project Advancement Agreement approved by the Board in April 2006.

At the time the Board of Directors approved the Project Advancement Agreement program, it was agreed that reimbursement would be pursuant to a schedule to be determined through the Measure I 2010-2040 Strategic Plan development process. Development of a repayment schedule would significantly affect the options available to SANBAG in terms of "frontloading" another program (as Metrolink was frontloaded in the current Measure I) or bonding against future Measure I revenue. Because it was recognized that a decision to proceed with an advancement program with a pre-determined reimbursement schedule could foreclose Strategic Plan options otherwise available to the Board of Directors, the Board approved the Project Advancement Agreement program and the model

*Approved*  
*Major Projects Committee*

*Date:* April 10, 2008

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

interagency Project Advancement Agreement without a specific repayment timeframe. However, several stipulations related to repayment were included in the model agreement approved by the Board and in each agreement subsequently signed by SANBAG and local jurisdictions. Section III.4 of each agreement states:

*“Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.”*

It is important to note that while a timeline for repayment is not specified, reimbursement is to be provided in proportion to each project's share of total reimbursable cost. In other words, once an allocation of funds is provided for repayment of a portion of total reimbursable cost of all the Project Advancement Agreements, that amount is to be allocated proportionally to all the advanced projects. The April 2006 Board agenda item also makes clear that reimbursement would be on the basis of each project's pro rata share. Therefore, for agreements in place thus far, the repayment must be based on each project's proportional share of total reimbursable cost.

Since April 2006, the Board of Directors has approved advancement agreements for three interchanges totaling \$29 million, fifteen arterials totaling \$56 million, and one grade separation totaling \$14 million. SANBAG staff has estimated that repayment of existing advancement agreements at the maximum 40 percent level could require 5 years for the Valley Measure Interchange Program and 6 years for the Major Street Program.

To date, several methods of advancement agreement repayment have been suggested that would not be consistent with the principle of proportionality incorporated within the agreements already executed. Examples include:

- Repayment in the order of the execution date of agreements
- Repayment in the order of actual expenditure on the advanced projects

The above methods cannot be used on projects with executed advancement agreements because this would be inconsistent with the proportionality approach already approved, and hence violate an existing contract. The SANBAG Board could choose to depart from this approach in future agreements, but questions would then arise regarding how the alternate approach would affect existing agreements and why those jurisdictions executing future agreements should be treated differently. For example, future agreements could have provisions that:

- Treat each new project the same as for the agreements already executed (proportional repayment out of the pool of projects, including the new projects),
- Defer repayment of the new agreements until all prior agreements have been repaid, then repay on a proportional basis with the new agreements,
- Defer repayment of the new agreements until all prior agreements have been repaid, then repay new agreements in the order executed, or
- Defer repayment until some pre-set portion of prior agreements has been repaid and initiate repayment of the new agreements using one of the approaches listed above.
- Allow for alternate repayment terms if the agreement is critical to the timely leveraging of state/federal funds that benefit Measure I project delivery.

SANBAG staff is acutely aware of the importance of the issue of Project Advancement Agreement repayment to local jurisdictions. The speed and method of repayment could directly affect each jurisdiction's cash flow and ability to continue with other projects. The potential effect of additional Project Advancement Agreements is a concern as well. However, recommendation of a repayment schedule, including the possibility of borrowing against Measure I for repayment of all or a portion of advanced projects, can directly affect other Measure I 2010-2040 programs and must be considered together with other important Strategic Plan issues. The initial cash-flow analysis for Measure I has indicated that several programs could have the potential for frontloading of projects, and the decision of whether and how to borrow money to advance projects in all these programs is very much related to the schedule for repayment of projects that have moved forward under the Project Advancement Agreement program. Staff will bring more specific repayment options to the SANBAG policy committees within the next several months, in the context of a broader set of policy issues, and will seek to expedite these discussions to the extent possible.

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April 10, 2008  
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***Financial Impact:*** This item has no impact on the approved Fiscal Year 2007-2008 Budget  
TN 61008000

***Reviewed By:*** This item is scheduled to be reviewed by the Major Projects Committee on  
April 10, 2008

***Responsible Staff:*** Ryan Graham, Transportation Planning Analyst  
Andrea Zureick, Chief of Programming  
Steve Smith, Chief of Planning  
Ty Schuiling, Director of Planning and Programming

## SANBAG Acronym List

1 of 2

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

## SANBAG Acronym List

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MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
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